



## MINUTES

### SELECT BOARD

01/18/2022

5:00 PM VIA ZOOM

Present: Select Board Member, Heather Hamilton, Select Board Member Bernard W. Greene, Select Board Member Raul Fernandez, Select Board Member John VanScoyoc, Select Board Member Miriam Aschkenasy

#### OPEN SESSION

Chair Hamilton declared that the Select Board shall enter into executive session to discuss strategy with respect to collective bargaining because an open meeting may have a detrimental effect on the bargaining or litigating position of the public body, and to review/approve minutes.

On motion it was,

Voted to enter into executive session.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

Question of entering into Executive Session for the reasons stated in items 2 and 3.

#### EXECUTIVE SESSION - COLLECTIVE BARGAINING

For the purpose of discussing strategy related to collective bargaining of an employee vaccine mandate with all Town unions.

#### EXECUTIVE SESSION - EXECUTIVE SESSION MINUTES

Question of approving the following Executive Session meeting minutes:

October 25, 2021

October 26, 2021

January 4, 2022

#### ANNOUNCEMENTS/UPDATES

The Board discussed mandated Covid vaccines for employees in exec session; more to come  
Town Administrator Kleckner updated the board on a recent Chestnut Hill Realty report that will be released around the recent fire, and other issues at the site. A 40b project is going on and utility work unrelated to that project. He reviewed next steps and the proposed process.

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Covid related testing and vaccination clinics are posted on the Town's website. Wastewater data related to the Covid virus is showing a slow down on the Omicron surge; good news.

Congratulations to Acting Chief Richard Allen, Deputy Superintendent Paul Cullinane, Lieutenant David Hill and Sergeant Joseph Amendola on their new positions.

The US open committee is working hard to make this a net zero event.

Thank you to those in the business community and patrons for quickly adapting to recent requirements for proof of vaccination status.

The Martin Luther King Day event was a huge success due to the incredible work of Brookline Interactive Group. There was a well-received discussion on voting rights and memorable poetry readings.

#### PUBLIC COMMENT

1. Susan Howards spoke on a Boston Globe article today and an omission related to domestic violence curriculum that is no longer used in the schools. This is an important program that addresses child abuse and domestic violence and should be reinstated. The article sends a message that Brookline does not care about their kids; this is not true.
2. Rita McNally spoke as the co-chair of the Domestic Violence round table and noted that a report is expected from the School Committee to address programs run by the police. These are important programs needed because there are some unhealthy practices going on in the schools. She asked the board to follow up on that report. Ms. McNally also spoke on a no heat day at 90 Longwood Ave, a BHA property; making it very difficult for seniors that live there.
3. Ken Bereski spoke on the upcoming Boston Marathon and their Covid regulations that he feels are in violation of his rights. By signing off on the BAA permit, signals that you approve of their discriminatory practices.
4. Elizabeth Childs thanked the board for appointing Richard Allen as Acting Chief and acknowledging Mark Morgan. She spoke in support of the Brookline Police Department and asked for transparency in choosing the next Chief. As residents, we do not have the materials and information that the board has, and the timeline and process should be open.
5. Deborah Brown spoke on community engagement and indicated that last week the Diversity, Inclusion and Community Development held a civil rights hearing with only four attendees. Recreation scholarships are only cover 30% of the cost.

#### MISCELLANEOUS

Question of approving the meeting minutes from January 11, 2022.

On motion it was,

Voted to approve the meeting minutes from January 11, 2022

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

#### AUTHORIZATION TO HIRE

Question of approving the authorization to hire request for an Environmental Engineer in the Engineering and Transportation Division following the promotion of Jay Hersey to the Director of Water and Sewer.

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On motion it was,

Voted to approve the authorization to hire request for an Environmental Engineer in the Engineering and Transportation Division following the promotion of Jay Hersey to the Director of Water and Sewer.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

### ALTERNATE MANAGER

Question of approving the following alternate manager for Sanctuary Medicinals:

Neesie Antoine

On motion it was,

Voted to approve the following alternate manager for Sanctuary Medicinals:

Neesie Antoine

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

### CONTRACT

Question of approving and executing a contract with BETA Group, Inc. for PW22-14 "I/I Investigation and Sewer Rehabilitation Design - Subareas NI-7 and NI-8S" in the amount of \$255,477.00.

On motion it was,

Voted to approve and execute a contract with BETA Group, Inc. for PW22-14 "I/I Investigation and Sewer Rehabilitation Design - Subareas NI-7 and NI-8S" in the amount of \$255,477.00

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

### AMENDMENT #2

Question of approving Amendment #2 to the contract with Leftfield LLC for printing a hard copy of the Preferred Schematic Report (PSR) for the MSBA in the amount of \$1,084.04

On motion it was,

Voted to approve Amendment #2 to the contract with Leftfield LLC for printing a hard copy of the Preferred Schematic Report (PSR) for the MSBA in the amount of \$1,084.04

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

### AMENDMENT #3

Question of approving Amendment #3 to the contract with Miller Dyer Spears Architects in the amount of \$134,750.00 for Geothermal Feasibility Study services and a traffic study.

On motion it was,

Voted to approve Amendment #3 to the contract with Miller Dyer Spears Architects in the amount of \$134,750.00 for Geothermal Feasibility Study services and a traffic study.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

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CONSTRUCTION MANAGER AT RISK

Question of authorizing the use of the Construction Manager @ Risk (CMR) delivery method for construction and pre-construction services for the Pierce School Project (M.G.L. ch 149A) in lieu of M.G.L. 149 (design-bid-build) and to authorize the Town Administrator to sign all related documents on behalf of the Town and for the Owners Project Manager (OPM) to submit an application to the Office of the Inspector General for approval to proceed.

On motion it was,

Voted to authorize the use of the Construction Manager @ Risk (CMR) delivery method for construction and pre-construction services for the Pierce School Project (M.G.L. ch 149A) in lieu of M.G.L. 149 (design-bid-build) and to authorize the Town Administrator to sign all related documents on behalf of the Town and for the Owners Project Manager (OPM) to submit an application to the Office of the Inspector General for approval to proceed.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

CHANGE ORDER

Question of approving Change Order #7 with MDS for various updates on the Driscoll School Project in the amount of \$6,841.

On motion it was.

Voted to approve Change Order #7 with MDS for various updates on the Driscoll School Project in the amount of \$6,841.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

CHANGE ORDER

Question of approving Change Order #1 to the contract with MDM Engineering Inc. for deletions and additions to contract work as described in the change order at both the Municipal Service Center and the Heath School in the net amount of \$25,054.68.

On motion it was,

Voted to approve Change Order #1 to the contract with MDM Engineering Inc. for deletions and additions to contract work as described in the change order at both the Municipal Service Center and the Heath School in the net amount of \$25,054.68.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

CONTRACT AMENDMENT #9

Question of approving Contract Amendment #9 with Hill International for added site representative services through the end of November 2022 to facilitate project completion as well as added services for the Quad and 3rd Floor Renovations in the main building planned for the summer of 2022 in the amount of \$125,835.00.

On motion it was,



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Voted to approve Contract Amendment #9 with Hill International for added site representative services through the end of November 2022 to facilitate project completion as well as added services for the Quad and 3rd Floor Renovations in the main building planned for the summer of 2022 in the amount of \$125,835.00.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

### CHANGE ORDER

Question of approving Change Order #19 with Skanska USA Building Inc., for a zero cost change accounting for thirty nine (39) separate Authorization Requests (ARs) that have all been determined by the OPM (Hill) to be fair and reasonable compensable adjustments to the GMP.

On motion it was,

Voted to approve Change Order #19 with Skanska USA Building Inc., for a zero cost change accounting for thirty nine (39) separate Authorization Requests (ARs) that have all been determined by the OPM (Hill) to be fair and reasonable compensable adjustments to the GMP.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

### CHANGE ORDER

Question of approving Change Order #10 with CTA Construction Managers for various changes to the Brookline High School Tappan Gym and 3rd Floor Renovation plan in the amount of increase \$61,076.63

On motion it was,

Voted to approve Change Order #10 with CTA Construction Managers for various changes to the Brookline High School Tappan Gym and 3rd Floor Renovation plan in the amount of increase \$61,076.63

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

### GRANT

Question of accepting an award from the Massachusetts Department of Fire Services for the FY22 Firefighter Safety Equipment Grant in the amount of \$20,507.

On motion it was,

Voted to accept an award from the Massachusetts Department of Fire Services for the FY22 Firefighter Safety Equipment Grant in the amount of \$20,507.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

### GIFT

Question of accepting a gift from Michael Levy, M.D., Ph.D, a Baker School Parent, who is donating a new Gaga Ball Pit to the Baker School Playground, in the amount of \$5,118.

Raul equity around schools one school over another through gifts

On motion it was,

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Voted to accept a gift from Michael Levy, M.D., Ph.D, a Baker School Parent, who is donating a new Gaga Ball Pit to the Baker School Playground, in the amount of \$5,118.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

### GIFT

Question of accepting a gift from the Brookline Community Foundation to support the development of a new Brookline parklet in the amount of \$2,500.

On motion it was,

Voted to accept a gift from the Brookline Community Foundation to support the development of a new Brookline parklet in the amount of \$2,500.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

### CALENDAR

### FIRE DEPARTMENT PROMOTIONS

Question of approving the promotions in the Fire Department as recommend by Chief Sullivan.

Chief Sullivan reviewed his recommended promotions and provided a brief review of their qualifications. Chief Sullivan appointed Deputy Chief Colin O'Connell, to Chief of Operations/Executive Officer formally held by Chief Keith Flaherty. The board offered their congratulations.

On motion it was,

Voted the following promotions/appointments:

Firefighter Michael P. Harrington to Lieutenant.

Lieutenant Leah K. Shatkin to Captain

Captain Ryan P. Guilfooy to Deputy Chief

Deputy Chief Colin O'Connell to Chief of Operations/Executive Officer

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

### SOOFA CONTRACT

Question of awarding and executing a contract with Changing Environments, Inc (dba Soofa) for a period of 2 years ending November 1, 2023 and adoption of the Town of Brookline Guidelines for Digital Content Published through Soofa Talk.

Todd Kirrane, Transportation Administrator reviewed that Soofa is a digital billboards company that advertises local businesses and community events. They have been favorable in promoting town events; Mr. Kirrane recommends a favorable action on this item. He noted that the board had some concerns on their advertising content mainly related to marijuana delivery services adding that the town has the right to veto any content they feel does not met community standards.

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Board member VanScoyoc feels that the town is not getting much in financial benefit in return. The town is giving away sidewalk space to this contractor without seeing if anyone else wants to do this. Public spaces are public spaces, not for private profit.

Mr. Kirrane added that Town Counsel reviewed and drafted the proposed guidelines using the MBTA's model. The board also spoke on data collection. Eleonore Evans from Soofa review their data collection practices ensuring that addresses are scrambled, encrypted and non-identifiable. The town receives minimal data, like how many people walked by a board each day.

On motion it was,

Voted to award and execute a contract with Changing Environments, Inc (dba Soofa) for a period of 2 years ending November 1, 2023 and adoption of the Town of Brookline Guidelines for Digital Content Published through Soofa Talk.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, Miriam Aschkenasy

Against: John VanScoyoc

#### FY21 AUDIT PRESENTATION

Craig Peacock of Powers and Sullivan and members of the Audit Committee will appear to present the 2021 Audit Report.

Bernard Greene provided a brief overview of the audit. There were some minor issues in the school department and the audit committee will be proposing something in the future.

Craig Peacock of Powers and Sullivan reviewed the FY21 audit.

This was a successful audit and 90% of the requested information was accurate with no significant deficiencies.

- The town saved significantly on refunding bonds on future debt
- OPEB's decreased by \$32million due to various assumption changes and strong investment practices.
- \$13.2 million was spent on Covid related relief for school and food services to keep the meals programs going during Covid
- There are unresolved student activity funds

Mr. Peacock reviewed cash collecting practices for both online and in person payments. Many departments collect payments in various amounts and practice various turnover procedures' some turn in the cash to treasury daily others on a different schedule. He recommends a policy town wide on best practices in cash turnover. Mr. Peacock indicated this was a successful audit with minimal recommendations.

Interim Finance Director, Justin Casanova-Davis Justin reviewed that he has worked with the assistant treasurer looking at a cash handling policy. They did a review for this audit. A policy will be presented to the Select Board in the near future.

On motion it was,

Voted to accept the findings of the 2021 Audit report.

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Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

PUBLIC HEARING OPEN AIR PARKING LICENSE - 56 HARVARD AVE

Question of approving the application for an Open Air Parking License at 56 Harvard Ave. Location is 4,500 sq. ft. for 14 cars. Transfer of ownership from Karen Langsner.

Applicant Steven Feinstein reviewed that he has acquired this property recently and the intended use will remain the same. He indicated that the square footage is 4,500.

Public hearing no speakers

On motion it was,

Voted to approve the application for an Open Air Parking License at 56 Harvard Ave. Location is 4,500 sq. ft. for 14 cars. Transfer of ownership from Karen Langsner.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

PUBLIC HEARING NEW WINE AND MALT PACKAGE STORE LICENSE - *withdrawn*

Question of approving the application of a new Wine and Malt Package Store License for Brookline Booksmith, Corp. d/b/a Brookline Booksmith at 281 Harvard Street. Proposed manager of record is Lisa Gozashti. Proposed Operating Hours are Monday - Thursday 9:00 am to 9:00 pm, Friday and Saturday 9:00am – 10:00pm, Sunday 10:00am – 9:00pm.

BROOKLINE HIGH SCHOOL PROJECT UPDATE

Update on the status of the Brookline High School project from the BHS Expansion Advisory Committee.

Committee member Nancy Heller introduced the Committee members: Susan Ditkoff, George Cole and Ray Masak.

Project team member Andrew Jonic made a slide presentation.

Highlights:

- New Stem Wing (replaced Roberts Wing on Greenough Street) - opened in September for student/staff occupancy.
- New 22 Tappan (replaced 111 Cypress Street). Expect to have Certificate of Occupancy in week of Jan 17th. Expect to have student/staff there in week of Jan 24.
- MBTA - Renovated Station began operation on Saturday, Jan 8. Full plaza and parking lots to be completed in near future.
- Renovated Tappan Gym. - a transformative project. Very close to occupancy in near future, and includes beautiful new community room for programming by Recreation Dept.
- Tappan Streetscape. Expect bids to be completed in the next few months. Work by DPW to hopefully be completed in Summer 2022 but if not then Summer 2023.
- 3rd Floor (over BHS Schluntz gym wing). Slated to begin and complete in Summer 2022

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- Quadrangle Repairs due to use of Quad for construction staging. Begin and Complete in Summer 2022.
- Renovation of Cypress Field and Playground. Underway, work to pick up again in Spring 2022. Expected completion Fall of 2022.
- Review of educational goals
- Budget review

The board spoke on efforts to engage woman and minority contractors. The board acknowledged this challenging project and thanked everyone involved for presenting a beautiful campus addition.

#### LETTER OF SUPPORT FOR FARE FREE BUS PILOT

Select Board discussion and possible vote on Fare Free Bus pilot Letter of Support to MassDOT/MBTA.

Todd Kirrane reviewed the proposed letter addressing a possible route 66 fare free bus pilot outlining Brookline's support for the program.

The board spoke about how much the cost to the MBTA would be. The MBTA is unable to provide an estimated cost at this time. Mr. Kirrane added when you do fare free program, it is not just the 66 bus being considered, all the ride trips within that route are also calculated. All those rides in the radius set would receive a free ride. The MBTA will also factor in discounted rates, senior and student rates.

Board member VanScoyoc asked about ARPA funds related to this. He is concerned about being financially binding without boundaries. Todd has submitted a request for ARPA funding for the pilot program.

Chair Hamilton responded that the board is saying, we are supportive of working with MBTA on this and understand there is a cost associated with that.

Board member Fernandez added he did push the MBTA for a calculation; they want to recalculate based on the route 28 bus pilot. He added it is important that the three communities on the bus route be in alignment.

On motion it was,

Voted to authorize the Chair to sign the Fare Free Bus pilot Letter of Support to MassDOT/MBTA.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

#### CLIMATE ACTION COMMITTEE RESTRUCTURE - postponed

Question of approving the proposed changes to the structure of the Select Board's Climate Action Committee.

There being no further business, the Chair ended the meeting at 8:50 pm.

ATTEST



# Town of Brookline

## *Massachusetts*

### Authorization To Hire Request Form

1. Position **TITLE**: \_\_\_\_\_ Grade: \_\_\_\_\_

2. Department: \_\_\_\_\_ Division: \_\_\_\_\_

3. Position Control #: \_\_\_\_\_ Prior Incumbent: \_\_\_\_\_

a. Reason for Leaving: \_\_\_\_\_

4. Budgetary Information:

Department Code: \_\_\_\_ Budget Code: \_\_\_\_\_ % \_\_\_\_\_

☐ Grant Funded-Name of Grant: \_\_\_\_\_ ☐ Revolving Fund ☐ Enterprise Fund

6. Employment Type:

☐ Full-Time: # of hours/week: \_\_\_\_\_ ☐ Part-Time: # of hours/week: \_\_\_\_\_

☐ Permanent ☐ Temporary: expected end date (required) \_\_\_\_/\_\_\_\_/\_\_\_\_

7. Method of Fill:

☐ Promotion – To be Posted Internally from: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_

☐ New Hire ☐ Transfer – Please explain: \_\_\_\_\_

8. List the top three essential functions of this position:

1. \_\_\_\_\_

–

2. \_\_\_\_\_

–

3. \_\_\_\_\_

–

9. I have considered the following alternatives to filling this position:

\_\_\_\_\_  
\_\_\_\_\_

10. The alternatives are less desirable than new hire action for the following reasons:-continued on reverse side-

\_\_\_\_\_  
\_\_\_\_\_

Authorization To Hire Request Form

11. Suggested sources for specialized recruitment advertising: (other than local papers)

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12. Please attach the current position description.

13. Signatures:

Department Head Signature:	<u>Michael Dipietro</u>	Date:	<u>1-14-22</u>
HumanResources Director:	<u></u>	Date:	<u></u>
Town Administrator:	<u></u>	Date:	<u></u>

14. Approvals:

Date on BOS Agenda:	<u></u>	Date Approved:	<u></u>
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15. Notes:





## Authorization To Hire Request Form

- a. Reason for Leaving: Promotion

Department Code: 1220 Budget Code: 1220SGB1 510901 %           

☒ Grant Funded-Name of Grant: ARPA ☐ Revolving Fund ☐ Enterprise Fund

☒ Full-Time: # of hours/week: 37.5      ☐ Part-Time: # of hours/week: \_\_\_\_\_

☐ Permanent ☐ Temporary: expected end date (required) \_\_\_\_/\_\_\_\_/\_\_\_\_

☐ Promotion – To be Posted Internally from: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_

☐ New Hire    ☐ Transfer – Please explain: \_\_\_\_\_

1. Customer Service

## 2. Attention to Detail

### 3. Ability to multi-task

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1. **Identify the main topic of the text.**  
 2. **Summarize the main points of the text.**  
 3. **Identify the author's purpose in writing the text.**  
 4. **Identify the author's tone in writing the text.**  
 5. **Identify the author's bias in writing the text.**  
 6. **Identify the author's audience in writing the text.**  
 7. **Identify the author's point of view in writing the text.**  
 8. **Identify the author's main argument in writing the text.**  
 9. **Identify the author's main evidence in writing the text.**  
 10. **Identify the author's main conclusion in writing the text.**

Concierge

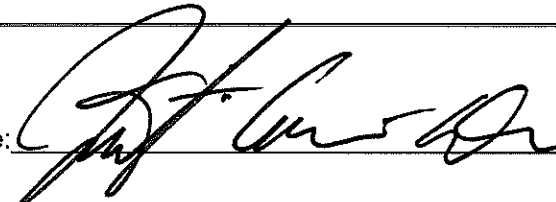
Authorization To Hire Request Form

11. Suggested sources for specialized recruitment advertising: (other than local papers)

Human Resources will work closely with the department to post the position widely with recruiting websites and multiple targeted affinity group job boards, professional groups and diversity recruiting sites.

12. Please attach the current position description.

13. Signatures:

Department Head Signature: 	Date: <u>1/20/22</u>
Human Resources Director: _____	Date: _____
Town Administrator: _____	Date: _____

14. Approvals:

Date on BOS Agenda: _____	Date Approved: _____
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15. Notes:



RICHARD E. ALLEN  
ACTING CHIEF OF POLICE

## BROOKLINE POLICE DEPARTMENT

*Brookline Massachusetts*

January 19, 2022

To: Melvin Kleckner, Town Administrator

From: Richard E. Allen, Acting Chief of Police

Subject: FY2022 Department Support an Incentive Grant &  
FY2022 State 911 Department Training Grant Program

I am pleased to inform you that the Police Department has received two grants for the State 911 FY2022 Grant program. Below are brief descriptions of these two grants.

1. **FY 2022 State 911 Department and Support Incentive Grant.** This grant is in the amount of \$248,276.00. The majority of this funding will be used to offset personnel costs incurred by staffing the Public Safety Dispatch Center. In addition, a portion of this grant will be used to purchase two 24/7 chairs for the Dispatch Center, replacement of console equipment, and other updated equipment and software for the Dispatch Center.
2. **FY 2022 State 911 Department Training Grant.** This grant is in the amount of \$18,874.37 the majority of this funding will be used for expenses for training new dispatchers, continuing education for all dispatchers and funding for pre-employment selection software.

I would like the Select Board to consider accepting these grants at the next scheduled meeting.

Thank you.

Richard E. Allen  
Acting Chief of Police



Public Safety Building 350 Washington Street, Brookline, Massachusetts 02445  
Telephone (617) 730-2249 ♦ Facsimile (617) 730-8454



The Commonwealth of Massachusetts  
**EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY**  
**STATE 911 DEPARTMENT**  
 151 Campanelli Drive, Suite A ~ Middleborough, MA 02346  
 Tel: 508-828-2911 ~ TTY: 508-947-1455  
[www.mass.gov/e911](http://www.mass.gov/e911)



**CHARLES D. BAKER**  
 Governor

**TERRENCE M. REIDY**  
 Secretary

**KARYN E. POLITO**  
 Lt. Governor

**FRANK POZNIAK**  
 Executive Director

January 18, 2022

Acting Chief Mark Morgan  
 Brookline Police Department  
 350 Washington Street  
 Brookline, MA 02445

Dear Chief Morgan:

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the **FY 2022 State 911 Department Support and Incentive Grant** program.

For your files, attached please find a copy of the executed contract and the final approved Appendix A: Personnel Costs form for your grant. Please note your contract start date is **January 18, 2022** and will run through June 30, 2022. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services **MUST** be received on or before June 30, 2022.

Reimbursement requests should be submitted to the Department within **thirty (30) days** of the date on which the cost is incurred. We have made the request for payment forms available on our website [www.mass.gov/E911](http://www.mass.gov/E911). For any questions related to this process, please contact Karen Robitaille at 508-821-7221. Please note that funding of reimbursement requests received more than one (1) month after the close of the fiscal year under which costs were incurred cannot be guaranteed.

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, and/or the budget worksheet, please e-mail those proposed changes to [911DeptGrants@mass.gov](mailto:911DeptGrants@mass.gov). Grantees are strongly encouraged to submit final, year-end budget modification requests on or before March 31, 2022.

Sincerely,

Frank P. Pozniak  
 Executive Director

cc: FY 2022 Support and Incentive Grant File



## FY 2022 SUPPORT AND INCENTIVE GRANT

## COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

<b>CONTRACTOR LEGAL NAME:</b> Town of Brookline (and d/b/a): Brookline Police Department		<b>COMMONWEALTH DEPARTMENT NAME:</b> State 911 Department MMARS Department Code: EPS	
<b>Legal Address: (W-9, W-4):</b> 333 Washington Street Brookline, MA 02445		<b>Business Mailing Address:</b> 151 Campanelli Drive, Suite A, Middleborough, MA 02346	
<b>Contract Manager:</b> Mascoll, Kevin E.G	<b>Phone:</b> 617-730-2224	<b>Billing Address (if different):</b>	
<b>E-Mail:</b> kmascoll@brooklinema.gov	<b>Fax:</b> 617-264-6488	<b>Contract Manager:</b> Cindy Reynolds	<b>Phone:</b> 508-821-7299
<b>Contractor Vendor Code:</b> VC 6000191738		<b>E-Mail:</b> 911DeptGrants@mass.gov	<b>Fax:</b> 508-947-1452
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD001 (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> CT EPS SUPG	
		<b>RFR/Procurement or Other ID Number:</b> FY22 SUPG	
<b>X NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - <a href="#">815 CMR 2.00</a> ) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<b>CONTRACT AMENDMENT</b> Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20 ____ Enter Amendment Amount: \$ _____ (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> <a href="#">Commonwealth Terms and Conditions</a> <input type="checkbox"/> <a href="#">Commonwealth Terms and Conditions For Human and Social Services</a> <input type="checkbox"/> <a href="#">Commonwealth IT Terms and Conditions</a>			
<b>COMPENSATION: (Check ONE option):</b> The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under <a href="#">815 CMR 9.00</a> . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ <u>248,276.00</u>			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days — % PPD; Payment issued within 15 days — % PPD; Payment issued within 20 days — % PPD; Payment issued within 30 days — % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle — statutory/legal or Ready Payments ( <a href="#">M.G.L. c. 29, § 23A</a> ); — only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Contract is for the reimbursement of funds under the State 911 Department FY 2022 Public Safety Answering Point and Regional Emergency Communication Center Support and Incentive Grant as authorized and awarded in compliance with the grant guidelines and the grantee's approved application.			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30, 2022</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: <u>Mark Morgan</u> Date: <u>12/14/21</u> (Signature and Date Must Be Handwritten at Time of Signature) Print Name: Mark Morgan Print Title: Acting Chief of Police		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: <u>Frank Pozniak</u> Date: <u>1/11/22</u> (Signature and Date Must Be Handwritten at Time of Signature) Print Name: Frank Pozniak Print Title: Executive Director	



All Cert's  
(✓ done)

**NAME OF PSAP: Brookline Police Department**

[illegible]

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The Commonwealth of Massachusetts  
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY  
**STATE 911 DEPARTMENT**  
151 Campanelli Drive, Suite A ~ Middleborough, MA 02346  
Tel: 508-828-2911 ~ TTY: 508-947-1455  
[www.mass.gov/e911](http://www.mass.gov/e911)



**CHARLES D. BAKER**  
Governor

**TERRENCE M. REIDY**  
Secretary

**KARYN E. POLITO**  
Lt. Governor

**FRANK POZNIAK**  
Executive Director

January 13, 2022

Acting Chief Mark Morgan  
Brookline Police Department  
350 Washington Street  
Brookline, MA 02445

Dear Chief Morgan:

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the **FY2022 State 911 Department Training Grant Program**.

For your files, attached please find a copy of the executed contract and the final approved Personnel Cost Worksheet for your grant. Please note your contract start date is **January 13, 2022** and will run through June 30, 2022. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services **MUST** be received on or before June 30, 2022.

Reimbursement requests should be submitted to the Department within **thirty (30) days** of the date on which the cost is incurred. We have made the request for payment forms available on our website [www.mass.gov/e911](http://www.mass.gov/e911). For any questions related to this process, please contact Karen Robitaille at 508-821-7221. Please note that funding of reimbursement requests received more than one (1) month after the close of the fiscal year under which costs were incurred cannot be guaranteed.

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, add personnel, or to request approval for trainings, please e-mail those proposed changes to [911DeptGrants@mass.gov](mailto:911DeptGrants@mass.gov).

Sincerely,

Frank P. Pozniak  
Executive Director

cc: FY2022 Training Grant File





# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

<b>CONTRACTOR LEGAL NAME:</b> Town of Brookline (and d/b/a): Brookline Police Department		<b>COMMONWEALTH DEPARTMENT NAME:</b> State 911 Department MMARS Department Code: EPS	
<b>Legal Address: (W-9, W-4):</b> 333 Washington Street, Brookline MA 02445		<b>Business Mailing Address:</b> 151 Campanelli Drive, Suite A, Middleborough, MA 02346	
<b>Contract Manager:</b> Mascoll, Kevin	<b>Phone:</b> 617-730-2224	<b>Billing Address (if different):</b>	
<b>E-Mail:</b> kmascoll@brooklinema.gov	<b>Fax:</b> 617-264-6488	<b>Contract Manager:</b> Cindy Reynolds	<b>Phone:</b> 508-821-7299
<b>Contractor Vendor Code:</b> VC 6000191738		<b>E-Mail:</b> 911DeptGrants@mass.gov	<b>Fax:</b> 508-847-1452
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD <u>001</u> (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> CT EPS GRNT	
		<b>RFR/Procurement or Other ID Number:</b> FY22 GRNT	
<b>X NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - <u>815 CMR 2.00</u> ) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<b>— CONTRACT AMENDMENT</b> Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$_____. (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> <u>Commonwealth Terms and Conditions</u> <input type="checkbox"/> <u>Commonwealth Terms and Conditions For Human and Social Services</u> <input type="checkbox"/> <u>Commonwealth IT Terms and Conditions</u>			
<b>COMPENSATION: (Check ONE option):</b> The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under <u>815 CMR 9.00</u> . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ <u>18,874.37</u>			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments ( <u>M.G.L. c. 29, § 23A</u> ); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
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<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:			
<input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <u>PRIOR</u> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30, 2022</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: <u>Mark Morgan</u> Date: <u>12/14/21</u> (Signature and Date Must Be Handwritten at Time of Signature)		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: <u>Frank Pozniak</u> Date: <u>1/12/22</u> (Signature and Date Must Be Handwritten at Time of Signature)	
Print Name: <u>Mark Morgan</u> Print Title: <u>Acting Chief of Police</u>		Print Name: <u>Frank Pozniak</u> Print Title: <u>Executive Director</u>	



\$	6,400.00
----	----------



RICHARD E. ALLEN  
ACTING CHIEF OF POLICE

## BROOKLINE POLICE DEPARTMENT

*Brookline Massachusetts*

January 19, 2022

To: Melvin Kleckner, Town Administrator

From: Richard E. Allen, Acting Chief of Police

Subject: FY2022 Department Support an Incentive Grant &  
FY2022 State 911 Department Training Grant Program

I am pleased to inform you that the Police Department has received two grants for the State 911 FY2022 Grant program. Below are brief descriptions of these two grants.

1. **FY 2022 State 911 Department and Support Incentive Grant.** This grant is in the amount of \$248,276.00. The majority of this funding will be used to offset personnel costs incurred by staffing the Public Safety Dispatch Center. In addition, a portion of this grant will be used to purchase two 24/7 chairs for the Dispatch Center, replacement of console equipment, and other updated equipment and software for the Dispatch Center.
2. **FY 2022 State 911 Department Training Grant.** This grant is in the amount of \$18,874.37 the majority of this funding will be used for expenses for training new dispatchers, continuing education for all dispatchers and funding for pre-employment selection software.

I would like the Select Board to consider accepting these grants at the next scheduled meeting.

Thank you.

Richard E. Allen  
Acting Chief of Police



Public Safety Building 350 Washington Street, Brookline, Massachusetts 02445  
Telephone (617) 730-2249 ♦ Facsimile (617) 730-8454



The Commonwealth of Massachusetts  
**EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY**  
**STATE 911 DEPARTMENT**  
 151 Campanelli Drive, Suite A ~ Middleborough, MA 02346  
 Tel: 508-828-2911 ~ TTY: 508-947-1455  
[www.mass.gov/e911](http://www.mass.gov/e911)



**CHARLES D. BAKER**  
 Governor

**TERRENCE M. REIDY**  
 Secretary

**KARYN E. POLITO**  
 Lt. Governor

**FRANK POZNIAK**  
 Executive Director

January 18, 2022

Acting Chief Mark Morgan  
 Brookline Police Department  
 350 Washington Street  
 Brookline, MA 02445

Dear Chief Morgan:

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the **FY 2022 State 911 Department Support and Incentive Grant** program.

For your files, attached please find a copy of the executed contract and the final approved Appendix A: Personnel Costs form for your grant. Please note your contract start date is **January 18, 2022** and will run through June 30, 2022. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services **MUST** be received on or before June 30, 2022.

Reimbursement requests should be submitted to the Department within **thirty (30) days** of the date on which the cost is incurred. We have made the request for payment forms available on our website [www.mass.gov/E911](http://www.mass.gov/E911). For any questions related to this process, please contact Karen Robitaille at 508-821-7221. Please note that funding of reimbursement requests received more than one (1) month after the close of the fiscal year under which costs were incurred cannot be guaranteed.

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, and/or the budget worksheet, please e-mail those proposed changes to [911DeptGrants@mass.gov](mailto:911DeptGrants@mass.gov). Grantees are strongly encouraged to submit final, year-end budget modification requests on or before March 31, 2022.

Sincerely,

Frank P. Pozniak  
 Executive Director

cc: FY 2022 Support and Incentive Grant File



# FY 2022 SUPPORT AND INCENTIVE GRANT

## COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

<b>CONTRACTOR LEGAL NAME:</b> Town of Brookline (and d/b/a): Brookline Police Department		<b>COMMONWEALTH DEPARTMENT NAME:</b> State 911 Department MMARS Department Code: EPS	
<b>Legal Address: (W-9, W-4):</b> 333 Washington Street Brookline, MA 02445		<b>Business Mailing Address:</b> 151 Campanelli Drive, Suite A, Middleborough, MA 02346	
<b>Contract Manager:</b> Mascoll, Kevin E.G	<b>Phone:</b> 617-730-2224	<b>Billing Address (if different):</b>	
<b>E-Mail:</b> kmascoll@brooklinema.gov	<b>Fax:</b> 617-264-6488	<b>Contract Manager:</b> Cindy Reynolds	<b>Phone:</b> 508-821-7299
<b>Contractor Vendor Code:</b> VC 6000191738		<b>E-Mail:</b> 911DeptGrants@mass.gov	<b>Fax:</b> 508-947-1452
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD001 (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> CT EPS SUPG	
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The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> <a href="#">Commonwealth Terms and Conditions</a> <input type="checkbox"/> <a href="#">Commonwealth Terms and Conditions For Human and Social Services</a> <input type="checkbox"/> <a href="#">Commonwealth IT Terms and Conditions</a>			
<b>COMPENSATION: (Check ONE option):</b> The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under <a href="#">815 CMR 9.00</a> . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ <u>248,276.00</u>			
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<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Contract is for the reimbursement of funds under the State 911 Department FY 2022 Public Safety Answering Point and Regional Emergency Communication Center Support and Incentive Grant as authorized and awarded in compliance with the grant guidelines and the grantee's approved application.			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30, 2022</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: <u>Mark Morgan</u> Date: <u>12/14/21</u> (Signature and Date Must Be Handwritten at Time of Signature) Print Name: Mark Morgan Print Title: Acting Chief of Police		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: <u>Frank Pozniak</u> Date: <u>1/11/22</u> (Signature and Date Must Be Handwritten at Time of Signature) Print Name: Frank Pozniak Print Title: Executive Director	



All Cert's  
(✓ done)

**NAME OF PSAP: Brookline Police Department**

[illegible]

Page: 25



The Commonwealth of Massachusetts  
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY  
**STATE 911 DEPARTMENT**  
151 Campanelli Drive, Suite A ~ Middleborough, MA 02346  
Tel: 508-828-2911 ~ TTY: 508-947-1455  
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**CHARLES D. BAKER**  
Governor

**TERRENCE M. REIDY**  
Secretary

**KARYN E. POLITO**  
Lt. Governor

**FRANK POZNIAK**  
Executive Director

January 13, 2022

Acting Chief Mark Morgan  
Brookline Police Department  
350 Washington Street  
Brookline, MA 02445

Dear Chief Morgan:

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the **FY2022 State 911 Department Training Grant Program**.

For your files, attached please find a copy of the executed contract and the final approved Personnel Cost Worksheet for your grant. Please note your contract start date is **January 13, 2022** and will run through June 30, 2022. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services **MUST** be received on or before June 30, 2022.

Reimbursement requests should be submitted to the Department within **thirty (30) days** of the date on which the cost is incurred. We have made the request for payment forms available on our website [www.mass.gov/e911](http://www.mass.gov/e911). For any questions related to this process, please contact Karen Robitaille at 508-821-7221. Please note that funding of reimbursement requests received more than one (1) month after the close of the fiscal year under which costs were incurred cannot be guaranteed.

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, add personnel, or to request approval for trainings, please e-mail those proposed changes to [911DeptGrants@mass.gov](mailto:911DeptGrants@mass.gov).

Sincerely,

Frank P. Pozniak  
Executive Director

cc: FY2022 Training Grant File





# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

<b>CONTRACTOR LEGAL NAME:</b> Town of Brookline (and d/b/a): Brookline Police Department		<b>COMMONWEALTH DEPARTMENT NAME:</b> State 911 Department MMARS Department Code: EPS	
<b>Legal Address: (W-9, W-4):</b> 333 Washington Street, Brookline MA 02445		<b>Business Mailing Address:</b> 151 Campanelli Drive, Suite A, Middleborough, MA 02346	
<b>Contract Manager:</b> Mascoll, Kevin	<b>Phone:</b> 617-730-2224	<b>Billing Address (if different):</b>	
<b>E-Mail:</b> kmascoll@brooklinema.gov	<b>Fax:</b> 617-264-6488	<b>Contract Manager:</b> Cindy Reynolds	<b>Phone:</b> 508-821-7299
<b>Contractor Vendor Code:</b> VC 6000191738		<b>E-Mail:</b> 911DeptGrants@mass.gov	<b>Fax:</b> 508-847-1452
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD <u>001</u> (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> CT EPS GRNT	
		<b>RFR/Procurement or Other ID Number:</b> FY22 GRNT	
<b><u>X</u> NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - <u>815 CMR 2.00</u> ) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<b>— CONTRACT AMENDMENT</b> Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$_____. (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <u>X</u> <u>Commonwealth Terms and Conditions</u> <u>Commonwealth Terms and Conditions For Human and Social Services</u> <u>Commonwealth IT Terms and Conditions</u>			
<b>COMPENSATION: (Check ONE option):</b> The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under <u>815 CMR 9.00</u> . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ <u>18,874.37</u>			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <u>X</u> agree to standard 45 day cycle ___statutory/legal or Ready Payments ( <u>M.G.L. c. 29, § 23A</u> ); ___only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Contract is for the reimbursement of funds under the State 911 Department FY 2022 Training Grant as authorized and awarded in compliance with the grant guidelines and the grantee's approved application.			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:			
<input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <u>PRIOR</u> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30, 2022</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: <u>Mark P Morgan</u> Date: <u>12/14/21</u> (Signature and Date Must Be Handwritten at Time of Signature)		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: <u>Frank Pozniak</u> Date: <u>1/12/22</u> (Signature and Date Must Be Handwritten at Time of Signature)	
Print Name: Mark Morgan Print Title: Acting Chief of Police		Print Name: Frank Pozniak Print Title: Executive Director	









**TOWN OF BROOKLINE**  
*Massachusetts*  
**DEPARTMENT OF PUBLIC WORKS**

*Erin Chute Gallentine*  
 Commissioner

## **Memorandum**

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To: Members of the Select Board  
 From: Erin Chute Gallentine, Commissioner of Public Works  
 Robert King, PE, Director of Engineering and Transportation  
 Date: January 18, 2022  
 Re: **Municipal Project Agreement No. 106460: Gateway East MassDOT D6 Construction**  
 Cc: Mel Kleckner, Town Administrator

The Department of Public Works is pleased to report that our work with MassDOT, as part of the Gateway East Improvement Project, has been completed and all work accepted by the Town. Final project closeout requires modification to the MADOT Municipal Project Agreement in the amount of \$328,327.09 and resolves outstanding items associated with project impacts due to unforeseen conditions and conformance with the 110% agreement.

We respectfully request approval from the Select Board to modify Municipal Project Agreement No. 106460 associated with the Gateway East project to make a final payment to MassDOT in the value of \$328,327.09. These funds are available in the relevant accounts.

**Item 1:**

As occurs on any project of this scope, scale and complexity, there were unforeseen conditions encountered as part of the project. Items included shallow depth high voltage electrical lines, unanticipated drainage work that was required to meet the Town's goals to improve and protect water quality at our outfalls and remove stormwater from the sanitary system, and four underground storage tanks that were found under a portion of the project during construction.

All of the extra work necessary to address the items above was done in a way to protect public health and safety and to meet local, state or federal requirements. All of the work was approved by the Engineering and Transportation Division and the Town's consulting team at VHB, Inc.

Total cost associated with this item is \$160,000.00

## 7.E.

### Item 2:

As part of any MassDOT project there is a 110% Agreement that is signed with the Town at the start of the project. The intent of this agreement is to provide the ability to pay for items that went above the original quantity of various items estimated prior to the start of the project. This is a standard requirement of MassDOT and the 110% Agreement was signed by the Town prior to the start of work.

Costs associated with items that went above the original estimated quantity were calculated by MassDOT field engineers, reviewed by internal Engineering and Transportation Division staff and verified by our consultant on this project, VHB, Inc. Costs were deemed reasonable and accurate.

Total cost associated with this item is \$168,327.09

The Department of Public Works respectfully requests authorization and approval by the Select Board to modify Municipal Project Agreement No. 106460 associated with the Gateway East project to make a final payment to MassDOT in the value of \$328,327.09. . Funding for this payment will be split between the designated roadway capital improvement line item and Gateway East Improvement/Mitigation Account 4995SW92 6T0034 .

# TOWN OF BROOKLINE

## CONTRACT CODING APPROVAL FORM

DEPARTMENT: DPW/Engineering & Transportation Division Prepared by: WLSmith

Vendor Name: MassDOT Highway Division Vendor # 7153  
District 6 Construction Office (remit 6)  
 Attn: Steven Capasso,  
District Construction Engineer  
185 Kneeland Street, 7th Floor  
Boston, MA 02111

Contract Name: MassDOT Gateway East 110% Overrun / Contract # PW/19-29  
Municipal Project Agreement No. 106460

Purpose of Contract/Description: Amount of Contract \$ 328,327.09

As required by MassDOT prior to the start of the Gateway East project, the Town of Brookline entered into a standard 110% Overrun / Municipal Project Agreement Number 106460 by which the Town commits to pay for unforeseen extra work and/or additional itemized work in excess of 110% of the original participating, estimated contract value. MassDOT has tabulated final construction costs for which the Town is responsible in order to close out the project. Extra work items total \$160,000.00, while itemized additional work in excess of 110% totals \$168,327.09, the sum of which \$328,327.09 the Town is required to pay per Agreement. Please note that all costs associated with both extra work and additional quantities were calculated by MassDOT field engineers, reviewed by internal Engineering and Transportation Division staff and verified by our consulting engineer, VHB, Inc, and deemed to be reasonable and accurate.

## CODING\*

Org #	Org Name	Acct #	Acct Name	Amount
4921K058	DPW CIP	6H0026	Roadway /	\$ 164,163.55
			Gateway East	
4995SW92	Mitigation	6T0034	Gateway East	\$ 164,163.54
			Improvements	
<b>Total Value</b>				<b>\$ 328,327.09</b>

\*For "K" or "C" accounts, please call it "CIP" preceded by your Dept (e.g., 4909K001 would be "DPW CIP")

Department Head   
 Commissioner of Public Works

Date 1/19/2022

### Comptroller and Purchasing Approvals

Funds Available/Codes Correct

  
 Comptroller

01/19/2022  
 Date Approved by Comptroller

Complies with Appropriate Procurement Law  
 MGL ch 149, ch 30 30M, or ch 30B

  
 Purchasing

  
 Date Approved by Purchasing



7.F  
**MASSACHUSETTS WATER RESOURCES AUTHORITY**

Charlestown Navy Yard  
100 First Avenue, Building 39  
Boston, MA 02129

Frederick A. Laskey  
Executive Director

Telephone: (617) 242-6000  
Fax: (617) 788-4899  
TTY: (617) 788-4971

January 13, 2022

Mr. Jay Hersey, P.E.  
Interim Director of Water & Sewer  
Town of Brookline  
333 Washington Street  
Brookline, MA 02445

**RE: MWRA I/I Local Financial Assistance Program: February 2022 Funding Distribution  
Town of Brookline Sewer System Rehabilitation: Planning / Design / Construction  
MWRA Project No. WRA-P11-07-3-1184**

Dear Mr. Hersey:

Please find enclosed six (6) original MWRA I/I Local Financial Assistance and Loan Agreements for signature. These agreements detail the terms and conditions associated with the MWRA's I/I Local Financial Assistance Program for the above Sewer System Rehabilitation Project.

Once the above agreements are approved and executed, the MWRA will provide the community with a total financial assistance amount of \$3,000,000, of which \$2,250,000 shall be in the form of a grant and \$750,000 shall be represented by the Loan Agreement. The award amount will be transferred to Massachusetts Municipal Depository Trust Account No. 44222974. Funding distribution is planned for February 10, 2022.

**We will make arrangements to pick-up the executed and sealed financial assistance and loan documents prior to January 27, 2022. Please note, a Town seal is required on each copy of the loan agreement.**

If you have any questions or comments, please do not hesitate to e-mail me at [israel.alvarez@mwra.com](mailto:israel.alvarez@mwra.com) or contact me on my cell phone at (617) 645-8574.

Sincerely,  
Massachusetts Water Resources Authority

A handwritten signature in cursive script that reads "Israel D. Alvarez".

Israel D. Alvarez  
Project Manager – Community Support Program

cc. Melvin A. Kleckner, Town Administrator  
Justin Casanova-Davis, Acting Finance Director/Treasurer  
Erin C. Gallentine, Commissioner of Public Works



*Erin Chute Gallentine*  
Commissioner

**TOWN OF BROOKLINE**  
*Massachusetts*  
**DEPARTMENT OF PUBLIC WORKS**

## **Interoffice Memorandum**

To: Select Board

From: Erin Chute Gallentine, Commissioner of Public Works  
James W. Hersey, P.E., Director of Water & Sewer

Date: January 20, 2022

Re: MWRA I/I Local Financial Assistance and Loan Agreement

Cc: Melvin A. Kleckner, Town Administrator  
Justin Casanova-Davis, Acting Finance Director/Treasurer  
Robert T. King, P.E., Director of Engineering & Transportation

Recommended for execution, and prepared for your signatures, please find the attached MWRA Infiltration and Inflow (I/I) Financial Assistance and Loan Agreements. Financial assistance from the MWRA comes in the form of a 75% grant and 25% loan. The distribution of funds is described in the attached letter from the MWRA dated January 13, 2022.

MWRA funding is important to keep the Town's I/I program going. These funds will be put towards the long-term multi-year program to rehabilitate all the sewer mains in Town. Rehabilitation work like cured-in-place pipe lining and manhole sealing improves the structural integrity of the pipes/manholes and reduces infiltration of groundwater into the sanitary sewer system. Reducing infiltration saves the Town money because it decreases the amount of flow sent to the wastewater treatment plant. MWRA money is also used for engineering design services.

## FINANCIAL ASSISTANCE AGREEMENT

BY AND BETWEEN

THE AUTHORITY  
AND  
TOWN OF BROOKLINE, MASSACHUSETTS

This Financial Assistance Agreement is made by and between the Massachusetts Water Resources Authority, a body politic and corporate and public instrumentality, existing under Chapter 372 of the Acts of 1984, with its principal place of business at 100 First Avenue Charlestown, MA 02129, ("Authority" or "MWRA") and the Town of Brookline, MA, a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, with its principal place of business at Town Hall, 333 Washington Street, Brookline, MA 02445 ("Awardee") (collectively, "Parties");

WHEREAS, on August 19, 1992 the Authority Board of Directors voted to approve a program whereby the Authority was permitted to offer financial assistance to certain local communities committed to infiltration and inflow reduction or sewer system rehabilitation; and

WHEREAS, the Awardee intends to conduct, or is conducting, an infiltration/inflow ("I/I") reduction or sewer system rehabilitation project ("Project"); and

WHEREAS, the Awardee filed a Financial Assistance Application in which it furnished information about the Project to the Authority; and

WHEREAS, the MWRA will provide financial assistance to the Awardee for its Project under certain terms and conditions, hereinafter provided.

NOW THEREFORE, in consideration of the foregoing and the promises contained herein, the Parties agree that the Authority will provide and the Awardee will accept financial assistance under the following terms and conditions:

I. SCOPE OF SERVICES.

The Awardee has entered into or will enter into, within ninety (90) days of the execution of this Agreement, a contract with a consultant or contractor for sewer rehabilitation and/or I/I reduction services, in accordance with the Awardee's competitive procurement practice, and the scope of such work is listed in Attachment A.

## II. FINANCIAL ASSISTANCE.

A. The Authority shall provide financial assistance ("Award") to the Awardee in the form of both a grant and a loan. The total amount of the Award shall be \$3,000,000, of which \$2,250,000 shall be in the form of a grant ("Grant") and \$750,000 shall be in the form of an interest-free loan ("Loan").

B. The Loan shall be governed by the attached Loan Agreement, which is incorporated herein by reference as Attachment C.

C. Upon execution of the Loan Agreement, the Authority shall initiate an electronic transfer for the Total Award through the Automated Clearing House (ACH) having a pay date three business days after the execution date, including both the grant and the loan, to the following designated account of the Awardee:

MMDT Account No. 44222974

Federal Tax ID No. 04-600-1102

D. The Authority shall not be obligated to provide additional financial assistance above the Award amount regardless of additional Project costs which may be incurred by the Awardee.

E. In the event that the Project is not initiated as outlined in the Project Schedule, the Awardee shall return the entire Grant to the Authority within ninety (90) days.

## III. EFFECTIVE DATE OF AGREEMENT.

This agreement will not become effective until the Loan Agreement is fully executed.

## IV. TERM.

The term of this Agreement shall begin upon the date of execution of this Agreement, including the execution of the Loan Agreement, and shall be in effect until the Awardee fully repays the Loan to the Authority in accordance with the terms of the Loan Agreement. As evidence that the final payment has been made, the Authority will send a letter to the Awardee indicating that the Loan has been discharged.

## V. PROJECT SCHEDULE.

Implementation of the Project must begin within ninety (90) calendar days of execution of the Agreement, including the Loan Agreement, or all grant funds must be returned to the Authority. The Project must comply with the Project Schedule listed in Attachment B.

It is the obligation of the Awardee to obtain all licenses, permits, easements or any other approvals necessary to begin and successfully complete the Project.

## VI. EXPENDITURE VERIFICATION REQUIREMENTS.

A. Throughout the completion of the Project Scope of Services, the Awardee shall submit progress reports to the Authority, on forms provided by the Authority, which outline the overall progress of the Project, the progress of key Project tasks, and the total Project cost expended to date. The frequency and schedule for progress reporting is outlined within the I/I Local Financial Assistance Program Guidelines for Sewer Projects. Progress reports shall be submitted to:

Massachusetts Water Resources Authority  
Charlestown Navy Yard  
100 First Avenue  
Boston, MA 02129  
Attn: Community Support Program

B. The Awardee shall append to each progress report information which documents eligible Project costs, including, but not limited to, consultant and/or contractor invoices; awardee labor, equipment, materials and other costs; and ancillary expenses. Time sheets and work summaries documenting any requests for force account work reimbursement must also be provided.

C. The Awardee shall exercise its best efforts to accomplish the Project set forth in the Scope of Services within the Award Amount established. In the event that an increase or decrease in the total Project cost is anticipated, or in fact occurs, the Awardee shall immediately notify the Authority in writing, and shall submit a status report including reasons for changes in Project cost, work completed to date, total dollars expended to date, and an estimate of the cost required to complete the Project.

## VII. PROJECT INSPECTION.

The Awardee shall make the Project site and all Project records available to the Authority staff for review during the course of the Project. Authority staff may periodically monitor the progress of work to insure that the Project is: (1) proceeding substantially as defined in the Scope of Services; (2) proceeding substantially within the Project Schedule; and (3) proceeding in a manner which will substantially produce the quantitative I/I reduction result which the Awardee estimated would be achieved in the Financial Assistance Application.

## VIII. PROJECT CLOSEOUT PROVISIONS.

A. Upon completion of the Project, the Awardee shall notify the Authority that the Project is complete and shall certify, on a form provided by the Authority, that all work included in the Scope of Services has been completed and performed in accordance with this Agreement. The Awardee shall submit to the Authority a Project closeout package which shall include a summary of all Project expenditures and the final Project cost.

B. If the final Project cost meets or exceeds the Award, no revision to the Grant shall be made during Project closeout.



C. If the final Project cost is less than the Award, a revision to the Grant shall be made during Project closeout. The difference between the Award and the final Project closeout cost will be calculated and defined as the Project "Shortage Amount". The existence of a Project Shortage Amount will not affect the Loan repayment amount or schedule.

D. In the event that a Project Shortage Amount exists, the Awardee agrees to repay seventy-five percent (75%) of such Project Shortage Amount to the Authority. The Authority will send the Awardee a separate invoice for payment of the Project Shortage Amount forty-five (45) days prior to the next loan repayment date.

#### IX. PROJECT AUDIT PROVISIONS.

A. The Awardee, its engineers, and its contractors shall maintain books, records, and other documents that pertain to and involve transactions related to this Agreement in accordance with generally accepted accounting principals. The Awardee, its engineers, and its contractors shall also maintain the financial information and data used by the engineers and contractors in the preparation or support of all invoices and progress reports. The Authority and any other duly authorized person, shall have access to such books, records, documents, and other evidence for inspection, audit, and copying during normal business hours, upon ten (10) days notice and at the Authority's expense. The Awardee, its engineers, and its contractors shall provide proper facilities for such access and inspection. All documents shall be kept for at least seven (7) years after either the final payment to the engineer or contractor or after the closeout of the Project, whichever is later.

B. The Awardee agrees to include the wording of Section IX A, above, in all contracts and subcontracts hereafter awarded to third party contractors, vendors and service providers related to this Agreement.

C. Audits conducted by the Authority, or its duly authorized representatives, shall be in accordance with generally accepted government auditing standards and established procedures and guidelines of the Authority. Such audits shall be conducted at the expense of the Authority upon ten (10) days notice to the Awardee.

D. The Awardee agrees to provide the Authority with a copy of the Awardee's annual audited financial statements within a reasonable time after the issuance thereof, together with a certificate of the Awardee stating that the Awardee is in compliance with its obligations under this agreement.

#### X. INTERACTION WITH OTHER PROGRAMS OF ASSISTANCE.

The Awardee certifies that it has not and will not receive financial assistance under the State Revolving Fund (SRF) or any other state, federal, or other program of funding assistance for any Project costs for which financial assistance has been provided by the MWRA I/I Local Financial Assistance Program.

XI. AUTHORITY TO EXECUTE AGREEMENT.

Prior to the execution of this Agreement, the Awardee shall take all steps necessary to authorize it to properly execute this Agreement.

XII. GOVERNING LAW.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

XIII. COMPLIANCE WITH LOCAL LAWS.

The Awardee shall comply with all applicable laws, ordinances, and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Agreement.

XIV. INVALIDITY OF PARTICULAR PROVISIONS.

If any provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be deemed affected thereby.

XV. CONTRACTING/SUBCONTRACTING.

The Awardee shall have no capacity to involve the Authority in any contract nor to incur any liability on the part of the Authority.

XVI. CHANGES TO SCOPE OF SERVICES.

The Authority and the Awardee may, during the course of the project, mutually agree to revisions in the Scope of Services or Project Schedule. Such changes shall be incorporated into this Agreement by written amendment.

XVII. PROVISION OF CONTRACTS.

The Awardee agrees to submit to the Authority an executed copy of each contract for engineering services or construction relevant to the Scope of Services.

# XVIII. EQUAL EMPLOYMENT OPPORTUNITY.

The Awardee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap status or national origin. The Awardee, its engineer(s), and its contractor(s) shall comply with all applicable laws and regulations pertaining to nondiscrimination, equal opportunity and affirmative action, including without limitation executive orders and rules and regulations of federal and state agencies of competent jurisdiction. The Awardee shall make positive efforts to achieve a goal of 7.18 percent participation of Minority-owned Business Enterprise(s) and 5.77 percent participation of Woman-owned Business Enterprise(s) within Professional Services contracts which are funded through financial assistance under this Agreement. For Non-Professional Services category work, the Awardee should make positive efforts to achieve a goal of 5.61 percent participation of Minority-owned Business Enterprise(s) and a goal of 4.88 percent participation of Woman-owned Business Enterprise(s) within project contracts.

For Construction, the Awardee shall require all construction contractors and subcontractors to make positive efforts to achieve: (1) a minority employee work force hour goal of 15.30 percent, (2) a woman employee work force hour goal of 6.90 percent, (3) a goal of 7.24 percent participation of Minority-owned Business Enterprise(s), and (4) a goal of 3.60 percent participation of Woman-owned Business Enterprise(s) within the project contracts.

# XIX. INDEMNIFICATION.

The Awardee, at its expense, shall defend and shall indemnify and hold harmless the Authority, its members, officers and employees, from and against any and all claims, causes of action, suits, losses, damages and expenses, including attorneys' fees, arising out of or resulting from any acts, errors or omissions or breach of contractual duties by the Awardee and anyone employed by it (including Contractors, Subcontractors and/or Consultants and their employees) in performance of this Agreement. Such obligation shall not be construed to negate or abridge any other obligation of indemnification running to the Authority which would otherwise exist.

# XX. MEMBERS, EMPLOYEES NOT LIABLE.

No member or employee of the Authority shall be charged personally or held contractually liable by or to the Awardee under any term or provision of this Agreement or because of any breach thereof or because of its execution or attempted execution.

# XXI. INTEREST OF AWARDEE.

The Awardee covenants that its Contractors, Subcontractors and/or Consultants presently have no interest and shall not acquire any interest, direct or indirect, in the property to which this Agreement pertains or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Awardee further covenants that no person having any such interest shall be employed in the performance of this Agreement.

XXII. INTEREST OF EMPLOYEES; M.G.L.C. 268A.

Neither Awardee, nor its Contractors, Subcontractors and/or Consultants shall, during the term of this Agreement, hire or employ on either a full-time or part-time basis any person or persons so long as such person shall be employed by the Authority.

The Awardee acknowledges that the Authority is a state agency for the purposes of Chapter 268A of the Massachusetts General Laws (the Massachusetts Conflict of Interest statute). The Awardee agrees to take actions and to forbear from taking actions, as circumstances require, so as to be in compliance at all times with said statute.

XXIII. ASSIGNABILITY.

The Awardee shall not assign any interest, in whole or in part, in this Agreement and shall not transfer any interest in the same, whether by assignment or novation, without the prior written approval of the Authority.

XXIV. PAYMENT NOT A WAIVER.

The Authority's payment to Awardee under this Agreement or its review, approval or acceptance of any actions by Awardee under this Agreement shall not operate as a waiver of any rights under this Agreement and the Awardee shall remain liable to the Authority for all damages incurred by the Awardee's failure to perform in accordance with the terms and conditions of this Agreement.

The rights and remedies of the Authority provided for under this Agreement are in addition to any other rights or remedies provided by law. The Authority may assert a right to recover damages by any appropriate means, including but not limited to set-off, suit, withholding, recoupment, or counter-claim either during or after performance of this Agreement.

XXV. TERMINATION OF THE AGREEMENT FOR CAUSE.

If, through any cause, the Awardee shall fail to fulfill in a timely and proper manner its obligations under this Agreement (including performance of the Scope of Services and maintenance of the Project Schedule); or if it is determined that there is probable cause to believe that the Award was obtained on the basis of fraud, deceit, or illegality; or if the Awardee has failed to comply with the terms and conditions of this Agreement; the Authority shall hereupon have the right to terminate this Agreement by giving written notice to the Awardee of such termination and specifying the effective date thereof.

The Awardee agrees that if this Agreement is terminated by the Authority, the Awardee shall immediately repay to the Authority the full Grant which is identified in Section II, above. The Awardee also agrees that the Loan shall not be affected by such termination and that the separate Loan Agreement shall remain in full effect.

XXVI. ATTACHMENTS.

Attachments to this Agreement are incorporated herein and are as follows:

Attachment A Scope of Services  
Attachment B Project Schedule  
Attachment C Loan Agreement

XXVII. PROJECT SPECIFIC ADDITIONAL TERMS AND CONDITIONS.

1. All reports prepared in conjunction with this project shall be submitted to the Authority for review and approval.
2. The community will submit to the Authority the proposed project's plans and specifications upon their completion for review and approval.
3. The Authority will be informed of the contract award for the construction phase of the proposed rehabilitation project and forwarded bid tabulation and contractor intent to award / notice to proceed documentation. The community will inform the Authority of the date for Final Inspection for the construction phase of the proposed rehabilitation project.

7.F.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

MASSACHUSETTS WATER RESOURCES AUTHORITY

BY: \_\_\_\_\_  
Matthew R. Horan, Treasurer

AWARDEE: Town of Brookline, Massachusetts

BY: \_\_\_\_\_

Print Name: Melvin A. Kleckner

Print Title: Town Administrator

**MWRA I/I LOCAL FINANCIAL ASSISTANCE PROGRAM - PHASE 11  
ATTACHMENT A  
FINANCIAL ASSISTANCE AGREEMENT**

**PROJECT NO. WRA-P11-07-3-1184**

**TOWN OF BROOKLINE**

**DESIGN & CONSTRUCTION OF RECOMMENDED SEWER REHABILITATIONS IN  
SEWER SUBAREAS NI-7 AND NI-8 (SOUTH)**

**SCOPE OF SERVICES**

The purpose of this project is to identify and rehabilitate community subareas that contribute excessive I/I, evaluate rehabilitation options and rehabilitate the sewer system on a continuous set schedule. This project is a combination of investigation, design, and construction. In 2018, Brookline initiated a sewer system capital improvement program with the goal of rehabilitating all non-CIPP lined sanitary sewer mains and their associated manholes throughout Town from the period of 2018-2026 through 16 capital improvement projects.

The investigation work includes but is not limited to the following: closed-circuit television (CCTV) inspections for all sewer mains within Sewer Subareas NI-7 and NI-8 (South); review of the CCTV inspections in these subareas; and field inspections of all sewer manholes within these subareas and completing field investigations.

The design component of the project involves the preparation of biddable construction documents based on the investigation work completed. Separate construction contracts will be administered for the CIPP lining of sewers in the project areas, sewer manhole rehabilitation in the project areas, and point repairs (dig and replace) of sewers needing replacement in project areas.

The construction component of the project involves the construction of measures outlined in the biddable construction documents and construction administration. The construction of the recommended sewer rehabilitations will include but is not limited to: approximately 31,000 LF of cured-in-place (CIPP) lining of sanitary sewers, rehabilitation of approximately 194 manholes, and approximately 12 dig and replace point repairs.

The above work will be performed pursuant to the terms and conditions detailed within the Agreement For Engineering Services By and Between the Town of Brookline and BETA Group, Inc. and the approved MWRA I/I Local Financial Assistance Project Application received November 9, 2021. The total project cost is estimated at \$3,000,000. Eligible MWRA I/I Local Financial Assistance is \$3,000,000 (Planning/Design = \$370,000; Construction = \$2,630,000). At the completion of this project, it is estimated that an annual average infiltration/inflow of 0.07 MGD will be reduced from the collection system.

**MWRA I/I LOCAL FINANCIAL ASSISTANCE PROGRAM - PHASE 11  
ATTACHMENT B  
FINANCIAL ASSISTANCE AGREEMENT**

**PROJECT NO. WRA-P11-07-3-1184**

**TOWN OF BROOKLINE**

**DESIGN & CONSTRUCTION OF RECOMMENDED SEWER REHABILITATIONS IN  
SEWER SUBAREAS NI-7 AND NI-8 (SOUTH)**

**PROJECT SCHEDULE**

<u>General Description of Work Performed</u>	<u>Start Date</u>	<u>Completion Date</u>
I/I Planning & Investigations	January 2022	April 2022
Design of Recommended Sewer Rehabilitations	April 2022	July 2022
Construction of Sewer Rehabilitations	August 2022	December 2022



7.F.

**MWRA I/I LOCAL FINANCIAL ASSISTANCE PROGRAM - PHASE 11  
ATTACHMENT C  
FINANCIAL ASSISTANCE AGREEMENT**

**PROJECT NO. WRA-P11-07-3-1184**

**TOWN OF BROOKLINE**

**DESIGN & CONSTRUCTION OF RECOMMENDED SEWER REHABILITATIONS IN  
SEWER SUBAREAS NI-7 AND NI-8 (SOUTH)**

**LOAN AGREEMENT**

## LOAN AGREEMENT

LOAN AGREEMENT, dated the 7<sup>th</sup> day of February 2022 between the Massachusetts Water Resources Authority, a body politic and corporate, a public instrumentality and an independent public authority of The Commonwealth of Massachusetts (the "Authority") established by the Massachusetts Water Resources Authority Act, Chapter 372 of the Acts of 1984 of the Commonwealth of Massachusetts ("Commonwealth"), as amended (the "Act"), having its principal place of business in Boston, Massachusetts, and the Town of Brookline, MA (the "Government Unit").

### WITNESSETH:

WHEREAS, the Authority has established a program of loans and grants (the "I/I Local Financial Assistance Program") to assist Local Bodies, as defined in the Act, in establishing programs for the reduction and control of infiltration and inflow ("I/I") into local sewer systems (the "Local I/I Programs") which will have a beneficial impact on the Authority's cost of maintaining and improving the Authority's sewer system; and

WHEREAS, the Government Unit has requested a loan from the Authority in the amount of \$750,000 (hereinafter referred to as the "Loan") for the purposes of funding its Local I/I Program and, to evidence the indebtedness to be incurred thereby, has duly authorized the issuance of its bonds in the principal amount of the Loan (the "Municipal Bonds"), which Municipal Bonds are to be issued to and held by the Authority in accordance with this Loan Agreement; and

WHEREAS, simultaneously with the making of the Loan, the Authority is making a grant in the amount of \$2,250,000 to the Government Unit (the "Grant"), which Grant will also be used by the Government Unit to fund its Local I/I Program; and

WHEREAS, the Authority may finance the Loan and the Grant from the proceeds of an issue of its tax-exempt revenue bonds which proceeds are subject to certain limitations as to investment and application;

NOW THEREFORE, the parties hereto agree as follows:

1. The Loan, the Grant and the Municipal Bonds. The Authority hereby agrees to make the Loan and the Grant and the Government Unit hereby agrees to accept the Loan and the Grant and, with respect to the Loan, to evidence its obligation to repay the Loan by issuing to the Authority the Municipal Bonds in the principal amount of the Loan, and substantially in the form attached hereto as Exhibit A. Neither the Loan nor the Municipal Bonds shall bear interest.

2. Representations and Warranties. The Government Unit represents and warrants as follows: (a) it has duly adopted all necessary votes and resolutions and has taken all proceedings required by law to enable it to enter into this Loan Agreement and issue its Municipal Bonds to the Authority to evidence its obligation to pay the Loan; (b) the Municipal Bonds have been duly authorized, executed and delivered by the Government Unit and constitute valid and binding

obligations of the Government Unit, enforceable in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights heretofore or hereafter enacted and general equity principles; (c) the Municipal Bonds constitute general obligations of the Government Unit to which its full faith and credit is pledged; (d) all permits and approvals necessary to construct the project being financed by the Grant and the Loan (the "Project"), given the current status of the Project, have been obtained and remain in full force and effect; and (e) no litigation before or by any court, public board or body is pending or threatened against the Government Unit seeking to restrain or enjoin the issuance of the Municipal Bonds or the construction of the Project.

3. Covenants. The Government Unit agrees that until the Loan shall be paid in full, and the proceeds of the Loan and the Grant, together with the earnings thereon, shall be expended in full, it shall perform the following covenants: (a) it shall make the payments with respect to the principal of the Municipal Bonds in ten equal annual installments, all at the time and in the amounts set forth in the Municipal Bonds; (b) it shall notify the Authority in writing, from time to time, of the name of the official of the Government Unit to whom invoices for the payment of principal should be addressed if different from the address set forth in paragraph 8; and (c) it shall furnish the Authority annually such information regarding the Government Unit's Local I/I Program and the implementation thereof, including project status and expenditure reports and evidence of compliance with any applicable permits and any other financial or project information as the Authority may reasonably request.

4. Opinion of Bond Counsel. Attached hereto as Exhibit B is an opinion of bond counsel to the Government Unit to the effect that (i) the Municipal Bonds have been duly authorized, executed and delivered by the Government Unit and constitute valid and binding general obligations of the Government Unit, enforceable in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, and moratorium, reorganization or other laws affecting creditors' rights heretofore or hereafter enacted and to general equity principles, and (ii) the Municipal Bonds constitute general obligations to which the Government Unit's full faith and credit is pledged.

5. Application of Grant and Loan Moneys. (a) The Government Unit shall deposit the proceeds of the Loan and the Grant (collectively, the "Proceeds") in a single account (the "Account") separated from its other moneys. Such Account shall be invested with Massachusetts Municipal Depository Trust or in such other manner as may be approved by the Authority from time to time in the Authority's reasonable discretion. Earnings on the Account shall be retained in such Account. The Government Unit shall arrange for copies of all investment reports with respect to the Account to be furnished in timely fashion to the Authority.

(b) The Proceeds, together with the earnings thereon, shall be applied to the costs of the Government Unit's Local I/I Program.

(c) The Government Unit acknowledges that the Authority has financed the Loan and the Grant with the issue of the Authority's tax-exempt revenue bonds (the "Authority Bonds"). The Government Unit agrees to take such steps as are reasonably requested by the Authority in order to preserve the tax-exempt status of the Authority Bonds including, but not limited to, the

following: (i) to pay to the Authority such amount, not exceeding the Government Unit's investment earnings on the Proceeds, as may be required to satisfy the Authority's obligation to pay rebate to the United States pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"); (ii) to the extent feasible, to limit the investment of the Proceeds, together with any earnings thereon, to such interest rate or to such investments as the Authority may specify from time to time in writing; and (iii) to repay to the Authority the Proceeds upon its written request, together with any earnings thereon, in exchange for other moneys which are not subject to investment restrictions or which are subject to lesser restrictions.

(d) The Government Unit shall repay to the Authority the unexpended balance in any account established pursuant to Section 5(a) hereof on or before January 18, 2023 or thereafter shall invest such unexpended balance in accordance with the directions of the Authority in order to assure compliance with the applicable provisions of the Code.

6. Prepayment of Loan. The Authority shall have the right to cancel all or any part of its obligations hereunder and the Government Unit shall be obligated to repay all of the Proceeds previously disbursed to it which remain unexpended, together with any earnings on the Proceeds, upon the Authority's request if: (a) any representation made by the Government Unit to the Authority in connection with its application for Authority assistance shall be incorrect or incomplete in any material respect; or (b) the Government Unit is (i) in default of any of its obligations hereunder to make payment on the Municipal Bonds as and when the same shall become due and payable, or (ii) in default of any other covenant or agreement on its part contained herein, and such default shall continue for thirty (30) days after written notice from the Authority specifying the default and requesting that the same be remedied.

If the Authority demands repayment of the Proceeds and the earnings thereon pursuant to Section 6(a) or if repayment is made pursuant to Section 5(d), the moneys returned to the Authority shall be attributed first to the Proceeds. Seventy-five percent of the Proceeds shall be treated as a return of the Grant. Twenty-five percent of the Proceeds and any earnings on the Proceeds shall be applied to a prepayment of the Loan. If the Authority demands repayment of the Proceeds and the earnings thereon pursuant to Section 6(b), the moneys returned to the Authority shall be attributed first to earnings on the Proceeds and then to a return of the Grant. Any Proceeds after such allocation shall be applied to a prepayment of the Municipal Bonds.

In addition to the foregoing provisions, the Government Unit may prepay the Loan upon thirty (30) days written notice to the Authority. Except as expressly provided herein, all prepayments shall be without penalty.

The Government Unit shall remain liable after any prepayment for the unpaid principal on the Municipal Bonds. Any prepayment shall be applied to the installments of principal due in inverse chronological order.

7. Tax Covenants. The Government Unit shall not take, or permit to be taken, with respect to the Loan or the Project, any action or actions that would cause any of the Authority's Bonds to be an "arbitrage bond" within the meaning of Section 148 of the Code or a "private activity bond" within the meaning of Section 141(a) of the Code or that would cause any such bond to be "federally guaranteed" within the meaning of Section 149(b) of the Code, or that would otherwise cause interest on the Authority Bonds to become included in gross income of the recipient thereof for the purpose of federal income taxation.

8. Any notices to be delivered under this Loan Agreement shall be effective upon receipt and shall be given by certified mail, return receipt requested to:

As to the Authority:

Matthew R. Horan, Treasurer  
Massachusetts Water Resources Authority  
100 First Avenue, Charlestown Navy Yard  
Charlestown, MA 02129

As to the Government Unit:

Town of Brookline, Massachusetts  
Town Hall  
333 Washington Street  
Brookline, MA 02445  
ATTN: Justin Casanova-Davis, Acting Finance Director/Treasurer

9. Severability. If any provisions of this Loan Agreement shall for any reason to be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Loan Agreement and this Loan Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

10. Counterparts. This Loan Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all documents or other instruments, and take such other actions as may be necessary to give effect to the terms of this Loan Agreement.

11. No Waiver. No waiver by either party of any term or conditions of this Loan Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Loan Agreement.

12. Integration. This Loan Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire agreement between parties hereto in respect hereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

(SEAL)

Attest:

MASSACHUSETTS WATER RESOURCES AUTHORITY

\_\_\_\_\_  
Rose Marie Convery  
Assistant Secretary

By \_\_\_\_\_  
Matthew R. Horan, Treasurer

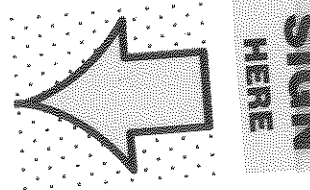
(SEAL)

Attest:

TOWN OF BROOKLINE, MASSACHUSETTS

\_\_\_\_\_  
Benjamin Kaufman  
Town Clerk

By \_\_\_\_\_  
Justin Casanova-Davis  
Acting Finance Director/Treasurer



## VOTE OF THE SELECT BOARD

I, the Clerk of the Select Board of the Town of Brookline, Massachusetts, certify that at a meeting of the board held January 25, 2022, of which meeting all members of the board were duly notified and at which a quorum was present, the following votes were unanimously passed, all of which appear upon the official record of the board in my custody:

Voted: that the sale of the \$750,000 Sewer Bond of the Town dated February 7, 2022, to Massachusetts Water Resources Authority (the “Authority”) is hereby approved and the Town Treasurer or other appropriate Town official is authorized to execute on behalf of the Town a Loan Agreement and a Financial Assistance Agreement with the Authority with respect to the bond. The bond shall be payable without interest on February 15 of the years and in the principal amounts as follows:

<u>Year</u>	<u>Installment</u>	<u>Year</u>	<u>Installment</u>
2023	\$75,000	2028	\$75,000
2024	75,000	2029	75,000
2025	75,000	2030	75,000
2026	75,000	2031	75,000
2027	75,000	2032	75,000

Further Voted: that each member of the Select Board, the Town Clerk and the Town Treasurer be and hereby are, authorized to take any and all such actions, and execute and deliver such certificates, receipts or other documents as may be determined by them, or any of them, to be necessary or convenient to carry into effect the provisions of the foregoing vote.

I further certify that the votes were taken at a meeting open to the public, that no vote was taken by secret ballot, that a notice stating the place, date, time and agenda for the meeting (which agenda included the adoption of the above votes) was filed with the Town Clerk and a copy thereof posted in a manner conspicuously visible to the public at all hours in or on the municipal building that the office of the Town Clerk is located or, if applicable, in accordance with an alternative method of notice prescribed or approved by the Attorney General as set forth in 940 CMR 29.03(2)(b), at least 48 hours, not including Saturdays, Sundays and legal holidays, prior to the time of the meeting and remained so posted at the time of the meeting, that no deliberations or decision in connection with the sale of the bond were taken in executive session, all in accordance with G.L. c.30A, §§18-25, as amended.

Dated: January 25, 2022

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Clerk of the Select Board

**OFFICE OF THE TOWN ADMINISTRATOR**

**MEMO TO:** Select Board

**FROM:** Mel Kleckner, Town Administrator

**DATE:** January 24, 2022

**SUBJECT:** Recommendation for Appointment of Sigalle Reiss as Public Health and Human Services Director

I am pleased to recommend for the Select Board's approval the appointment of Sigalle Reiss as Director of Public Health and Human Services. For the past 15 years, Ms. Reiss has served as the director of the Town of Norwood's public health department. Sigalle possesses a master's degree in public health from Boston University and a certificate in local government leadership from the Suffolk University/Massachusetts Municipal Association program. In addition to her education and experience, Ms. Reiss has demonstrated leadership in her profession, serving as president of the Massachusetts Health Officers Association. Especially during the pandemic, this leadership position has exposed Ms. Reiss to significant public and media exposure. Finally, Sigalle Reiss has developed an effective management and communication style, allowing her to engage with people at all levels including the public, staff and the Advisory Council on Public Health (ACPH).

The process to recruit and evaluate candidates for this position was extensive. Similar to the process for most vacant department head positions, I established a panel of residents of the Town and a member of the Select Board to assist myself and the Human Resources Department in the evaluation of candidates and other essential community input into the qualities of the position. In this case, I was fortunate to have the benefit of an outstanding panel, including Select Board member Dr. Miriam Aschkenasy, ACPH Chair Patricia Maher RN, Dr. Alfred DeMaria former medical director with the Massachusetts Department of Public Health, Dr. Annapurna Poduri from Boston Children's Hospital and Professor Harold Cox of the Boston University School of Public Health. I also retained a search consultant, Community Paradigm Associates, to support the Town with a robust recruitment process and other related services. The Town considered a qualified and diverse panel of candidates for this position. Sigalle Reiss received the unanimous support of the search panel and myself as the person best suited to meet the public health challenges of the Town of Brookline and to lead our public health department into the next decade.



## 9.A.

I strongly recommend the appointment of Sigalle Reiss as Director of Public Health and Human Services at this time. Ms. Reiss will formally transition to her duties in Brookline on February 28.

Thank you for your consideration.

cc: Patricia Maher, Chair, Advisory Council on Public Health  
Ann Hess Braga, Human Resources Director

**Sigalle Reiss**

**Experience**

Aug 2006 – Present

**Health Department, Town of Norwood**

**Public Health Director**

- Manage overall operation of public health department with staff of 11 and several grant programs
- Oversee budget and financial management for department, including complex grant budgets and reporting requirements
- Lead the community response to the COVID-19 pandemic, including epidemiology, disease control and investigation, and policy enforcement of COVID emergency orders
- Increase public health services in the community by introducing new programs such as substance-use prevention coalition, mental-health awareness, and FDA Retail food standards
- Grew department from 5FTEs to 11FTEs through new grant programs
- Working knowledge of local, state and federal public health rules and regulations, and enforcement of these codes and laws in Massachusetts
- Program development, implementation, and evaluation to address the social determinants of health, and improve health outcomes in the community
- Develop and maintain relationships with community stakeholders and public and private agencies
- Research and apply to a variety of grants, including state and federal governmental grants, and private non-profit opportunities
- Mentor and advise staff on workforce development and career growth
- Serve on various state advisory boards, including the Coalition of Local Public Health, the Department of Public Health, Office of Oral Health Advisory Committee, and the Norwood Hospital Community Benefits Committee
- Review qualitative and quantitative data from local, state and federal sources to plan, coordinate, and direct public health programs and activities in the community
- Develop and research public health policy for community presentations and discussions
- Submit reports to elected officials to inform policy decisions
- Restructure community oral health program to improve outcomes
- Conduct inspections and ensure compliance in accordance with state and local public health laws and regulations
- Organize the Town's bi-annual Hazardous Waste Day and Recycling Day

## 9.A.

Mar 2002-Aug 2006 **Taunton Board of Health**, Taunton, MA

Assistant Executive Director (Sept. 2004-Aug. 2006)

- Supervise, advise and train a staff of seven full-time employees
- Conduct a variety of inspections according to Massachusetts General Laws in the areas of food, housing, nuisance, septic, pools, tanning, massage, body art, hazardous materials, camps, and indoor air quality
- Work closely with the Executive Director on budget management, personnel changes, hires and day-to-day operations
- Conduct site plan reviews as a member of the Development Impact Review Board

Sanitary Inspector (March 2002–Sept. 2004)

- Conducted Environmental inspections, including but not limited to: on-site sewage disposal, food establishments, indoor air quality, and pool and housing sanitation
- Enforced the Federal Food Code and the State Sanitary Code as well as the State Environmental Code. Maintained proper documentation, including writing order letters to correct outstanding violations

### Education

**Suffolk University/ Massachusetts Municipal Association**

Certificate in Local Government and Leadership Management

**Boston University School of Public Health**, Boston, MA

Masters of Public Health: Environmental Health

**Dickinson College**, Carlisle, PA

Bachelors of Arts; Major: Anthropology; Minor: Sociology

*Studied abroad:* Dickinson College Ethnographic Field School in Cameroon, Africa

### Committees & Advisory Groups

Mass Health Officers Association: Executive Committee Member for 12 years currently serving as the President of the statewide professional organization for local public health officials. Received the John D. Crowley Award in 2014. The award is given annually to a member of the Massachusetts Health Officers Association who contributed to the growth and success of the association through outstanding leadership and extraordinary service.

Norwood Hospital Community Benefits Committee

Elder Dental Advisory Committee

Coalition for Local Public Health

MA Department of Public Health, Office of Oral Health Advisory Committee

## 9.A.

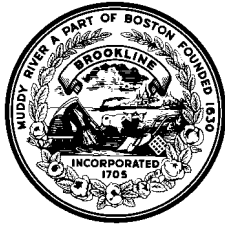
MA Department of Public Health, Cancer Registry Advisory Committee  
Impact Norwood Steering Committee

### **Certifications**

Registered Environmental Health Specialist/Registered Sanitarian  
NEHA Healthy Homes Specialist  
DEP Soil Evaluator & Title 5 Inspector  
Licensed Code Lead Determination Inspector  
Certified Pool & Spa Operator  
American Red Cross CPR & First Aid Certified

### **Memberships**

Massachusetts Health Officers Association  
Massachusetts Environmental Health Association  
National Association of County and City Health Officials



# TOWN of BROOKLINE

## *Massachusetts*

**MELVIN A. KLECKNER**  
TOWN ADMINISTRATOR

333 WASHINGTON STREET  
BROOKLINE, MASSACHUSETTS 02445  
TEL. (617) 730-2211  
FAX: (617) 730-2054  
[www.brooklinema.gov](http://www.brooklinema.gov)

### Memorandum

To: Select Board

From: Mel Kleckner, Town Administrator

Subject: Appointment of Justin Casanova-Davis to the Brookline Retirement Board

Date: January 21, 2022

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The Brookline Retirement Board is responsible by law to manage the assets and make decisions relative to the administration of the Massachusetts Contributory Retirement system for Town of Brookline employees and retirees. Governed under Chapter 32 of the Massachusetts General Laws and overseen by the state Public Employee Retirement Administration Commission (PERAC), a local retirement board is made up of 5 members comprised of two members elected by the employees (Robert Ward and John Canney), the Town Comptroller ex-officio (Michael DiPietro) and a member appointed by the Select Board. Those four members then select the fifth member (Gary Altman).

Traditionally, the Select Board has appointed the Town's Finance Director given their experience in investments and cash management. The Retirement Board already has two labor representatives, so we feel it is important to balance this with members with a management perspective. Jeana Franconi has remained a member of the Board until the position of Finance Director was finalized. Given Justin Casanova's long-term assignment as Acting Finance Director and Town Treasurer, we believe it is appropriate at this time to appoint him to the Retirement Board to replace Jeana Franconi.

Thank you for your consideration.

cc: Frank Zecha, Retirement Administrator



## Board/Commission Application Form

## Brookline Commission for the Arts

Please use this form to apply for one of the open Board/Commission positions. We welcome your application and will respond to you quickly.

Name	Ellen Goodman
Address	[REDACTED]
Home Phone	[REDACTED]
Work Phone	Field not completed.
Email	<a href="mailto:ellen.goodman@me.com">ellen.goodman@me.com</a>
Application for specific Board/Commission?	Brookline Commission for the Arts
What type of experience can you offer this Board/Commission?	I am a journalist, author, podcast host and on several boards including Encore.Org, (Second Acts for the Greater Good) and founder of The Conversation Project, a public engagement campaign.
What type of issue would you like to see this Board/Commission address?	Expanding the reach and support and excitement for the arts in our town, with a special emphasis on enlarging cogenerational work.
Are you involved in any other Town activities?	I am a life long Brookline resident and while as a journalist, I wasn't able to be an activist, I have been involved in multiple town issues.
Do you have time constraints that would limit your ability to attend one to two meetings a month?	no
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.)	<a href="#">About Ellen.doc</a>

When Ellen Goodman is asked to explain her life's work as a social commentator, she likes to tell a story. Many years ago, she overheard her young daughter Katie talking with a friend. The girl asked Katie, "What does your mother do?" Katie answered, "She's a columnist." Her friend quite sensibly asked, "What's that?"

There was a long silence from the other room and finally Ellen heard Katie answer: "My mom gets paid for telling people what she thinks." This is still as good a job description as any.

For decades, Ellen Goodman has been telling people what she thinks in her syndicated column that appears in over 350 newspapers, as well as in speeches, on television and radio, on-line and in books. In the process, the Pulitzer prize winner has honed a place uniquely her own.

In a world in which opinion writing has become a combat sport better called opinion-hurling, a time when politics has become polarized, and political debate looks like a food fight, Goodman offers something else: thoughtfulness. As she has said, "I write for people who argue with both hands, the one and the other, and occasionally end up with them clasped together." In a fast-moving world of information overload, she makes a very rare product. She makes sense.

Whether writing about the political or the personal, the American family or her own family, the fast-paced 24/7 world of the internet or the slow world of a tidal cove in Maine, she writes and talks about values.

Goodman has followed the women's movement---which she thinks of literally as the movement of women from one lifestyle to many. She's followed that moving target from Supermom's adventures to Hillary Clinton's campaign for the presidency.

She's written as well about the challenges of bioethics as well as those of parenting in an era when mothers and fathers have become the counter-culture---the people who have to counter the Britney and Xbox culture. Her tools in this work, she has said are "skepticism, the perspective that we call humor and, I guess, something in the DNA that says, 'hey, wait a minute.'"

## Board/Commission Application Form

## Commission for the Arts

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name	Rena P. Mirkin
Address	[REDACTED]
[REDACTED]	6 [REDACTED]
Work Phone	[REDACTED]
Email	<a href="mailto:renapmirkin@gmail.com">renapmirkin@gmail.com</a>
Application for specific Board/Commission?	Commission for the Arts
What type of experience can you offer this Board/Commission?	High school principal (retired) for 22 years, in Reading and Wellesley, MA and in Beijing, China, gives me a broad perspective, understanding and appreciation of the many forms and dimension of art, especially in public venues
What type of issue would you like to see this Board/Commission address?	Providing broad opportunities for understanding and appreciating different art forms for a diverse population of all ages
Are you involved in any other Town activities?	No
Do you have time constraints that would limit your ability to attend one to two meetings a month?	No
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.)	<i>Field not completed.</i>

## 11.B.

### Commission for the Arts Summary

Caroline Bowden - 08/31/2022 (plus 3 more years on renewal)

Betsy Frauenthal - 08/31/2020 (She's the treasurer and I kept her until I can find a replacement post covid)

Daniel Gostin - 08/31/2021

Donna Hollenberg - 08/31/2021

Courtney McGlynn - 08/31/2021

Peg O'Connell - 08/31/2021 (can renew for 3 more years)

Stan Trecker - 08/31/2022 (can renew for 3 more years)

The BCA is seriously in need of more members. The maximum term commissioners can serve (per state law) is 6 and the minimum number of members required is 5.

## Ranked-Choice Voting Study Committee Charge

**Charge:** To implement the purposes of a vote of the November 2020 Town Meeting on Warrant Article 18, the Select Board hereby charges the Ranked-Choice Voting Study Committee (the “Committee”) to study the potential options for adoption of Ranked-Choice Voting (RCV) for Town Elections. The goal of the committee should be to recommend best practices for Ranked-Choice Voting in Town and to explore the different options for RCV including benefits and challenges, in order to better inform future debates on the use of Ranked-Choice Voting in Town. The Committee shall be organized as follows:

- a. The Committee shall be composed of five residents of Brookline appointed by the Select Board. The Select Board may appoint additional resident voting members to the Committee upon the request of the Committee.
- b. The Brookline Town Clerk, or the clerk’s designee, shall also be a voting member of the Committee.
- c. A majority of the voting members shall be a quorum for the conduct of business.
- d. A member of the Select Board shall chair the Committee for a total of 7 voting Committee members.

**The Committee’s tasks shall include:**

1. To study the equipment required to implement Ranked-Choice Voting in the Town, whether upgrades to existing machines or purchase of new machines, that would not sacrifice the auditability and reliability of our existing optical scan election processes;
2. To make specific recommendations, where appropriate, on the use, or not, of Ranked-Choice Voting for each Town-wide office;
3. To make specific recommendations, where appropriate, on the use, or not, of Ranked-Choice Voting for Town Meeting Member elections;
4. To study the design of ballots for typical races in Town, including Select Board and School Committee;
5. To recommend a process to be used for multi-winner elections, whether iterated one-winner election, a proportional system, or another;
6. To make a specific recommendations on implementation via Home Rule Petition;
7. To recommend a time frame for potential implementation;
8. To provide budget guidance, both for the FY23 budget process as well as expected annual costs, for implementing and then using Ranked-Choice Voting in Town;
9. To produce a Report for submission to the Select Board. In preparing its Report, the Committee shall (i) hold at least one public hearing and take for its consideration the comments of the public; (ii) prepare a draft of the Report with a preliminary list of recommendations, incorporating any appropriate comments from the public hearing; (iii) present the preliminary recommendations to the Town Clerk, Town Counsel, and the Town Administrator for their comment as to feasibility and compliance with Town bylaws, contractual obligations, or federal or state requirements; and (iv) meet to vote on the final Report, including recommendations that incorporate any agreed comments of the Town Clerk, Town Counsel, and the Town Administrator.

Following the Committee’s vote on the final Report, the Committee shall present the Report to the Select Board and submit it for inclusion in the Combined Reports of the next Town Meeting.



**Charge:**

To implement the purposes of a vote of the May 2021 Town Meeting on Warrant Article 39 the Select Board hereby charges the Babcock Street Parking Lot Study Committee (the “Committee”) to study the viability of future development at the town-owned Babcock Street parking lot. The goal of the Committee should be to explore potential site uses for the existing town owned parking lot.

**Site Location:**

Parcel ID	Location	State Class	CC
047A-07-09	15 BABCOCK ST	931 IMPROVED	<a href="#">Neighborhood Information</a>

**Owner Information**

TOWN OF BROOKLINE	C/O BABCOCK ST PARKING LOT
333 WASHINGTON ST	
BROOKLINE, MA 02445	

**Deed Information**

<b>Legal Ref.:</b> 4243-622	<b>Land Area:</b> 26,485
<b>Sale Date:</b> 2/19/1965	<b>Sale Price:</b> \$55,000

**Committee Structure:**

- a. The Committee will be composed of 8 residents of Brookline.
- b. The following residents are to be appointed:
  - a. Deborah Brown, Committee Co-Chair
  - b. Lauren Bernard, Abutter
  - c. Jonathan Mande, Brookline Resident
  - d. Nick Elton, Architect for Affordable Housing
  - e. Sarah Kitterman, Affordable Housing Finance
  - f. Raj Dhanda, Multi-family housing and mixed-use developer Coolidge Corner business owner
  - g. Teronda Ellis, Affordable Housing developer
  - h. Gregory Zurlo, Multifamily Housing Developer
- c. The Select Board may appoint additional resident voting members to the Committee upon the request of the Committee.
- d. The Brookline Planning Department or Planning Department’s designee shall also be a non-voting member of the Committee.
- e. A majority of the voting members shall be a quorum for the conduct of business.
- f. A member of the Select Board shall co-chair the Committee for a total of 9 voting Committee members.

**The Committee’s tasks shall include:**

January 19, 2022

- To study potential site uses for the Babcock Street parking lot. This includes, but is not limited to:
  - family housing that includes some senior units
  - mixed income housing
  - affordable housing
  - first floor multi-purpose center
  - childcare center or elder care center
  - other uses
- Analyzing parking issues in the immediate neighborhood including but not limited to:
  - current uses of the parking lot
  - analysis of impact of the loss of a municipal lot,
  - future parking needs
  - available parking alternatives
  - parking needs for any new development
- To evaluate, specifically, the issues of:
  - Scale / density
  - Suitability of location
  - Potential housing type and construction
  - Town wide housing objectives that can be met by this project
  - Zoning considerations
  - Community priorities
  - Potential impact fees and possible ways to reduce any negative impacts
  - Effective use of limited public resources
  - potential problems that could be anticipated with the proposed projects and recommendations, where possible on how to mitigate those.
- The Committee shall employ a variety of engagement tools that may include focus group and targeted interviews with different groups, including small businesses, employers, abutters, low-income renters, people with disabilities, and Town Meeting Members; in-person, telephone and virtual meetings: a study session; working sessions, funder conversations, multiple widely advertised public events (with interpreters as needed), and multiple focus group meetings; Hold community meetings on line and at the sites.
- The Committee shall factor in the 2016 and updated Housing Production Plan work and research to the extent practicable to align with the Babcock sites' research.
- To make specific recommendations, where appropriate, on the use, of the Babcock Street Lot.
- To make specific recommendations, where appropriate, on a timeframe for the potential uses of the Babcock Street Lot.
- The Committee will produce a pro forma consistent with the agreed upon future use. It will include three sections: income, expenses and debt service based on a combination of traditional financing sources, affordable housing sources (Low income tax credits, Community Preservation Act funding, grants, tax exempt bonds, and deferred developer fees, etc.).
- To make specific recommendations, where appropriate, on the fiscal impact of potential uses of the Babcock Street Lot.
- The Committee will conduct its work over the next 3 to 6 months.

- To produce a Report for submission to the Select Board. In preparing its Report, the Committee shall (i) hold at least one public hearing and take for its consideration the comments of the public and especially members of the affordable housing community; (ii) prepare a draft of the Report with a preliminary list of recommendations, incorporating any appropriate comments from the public hearing; (iii) present the preliminary recommendations to the Planning Department, Town Counsel, and the Town Administrator for their comment as to feasibility and compliance with Town bylaws, contractual obligations, or federal or state requirements; and (iv) meet to vote on the final Report, including recommendations that incorporate any agreed comments of the Planning Department Town Counsel, and the Town Administrator.

Following the Committee's vote on the final Report, the Committee shall present the Report to the Select Board and submit it for inclusion in the Combined Reports of the next Town Meeting.

### **Rationale:**

There are multiple reasons for promoting this warrant article. Many in Brookline are experiencing housing insecurity. Housing insecurity is exacerbated by high housing costs relative to income, poor housing quality, and, homelessness. COVID has made housing needs worse, people are struggling financially and at risk of losing their housing as soon as the eviction ban expires. An April 2019 report from the Federal Reserve Bank of Boston shows that there were fewer than one affordable housing units for every two extremely low-income households in need of rental housing. Housing in these locations will promote racial and economic diversity in residential neighborhoods; help households build wealth; and promote balanced town-wide affordable housing.

But why advocate for these studies now? Residents have waited years for the 2016 Housing Production Plan (HPP) to be implemented. Waiting years for the HPP and other studies to be completed and prioritized means years of delays before we have any family affordable housing in a cue. We have an HPP that called for a public property study and we are still waiting. Consider the apparent timeline if we follow the present suggested process:

- Initial HPP Completed In 2016 ... 2021 Updated HPP RFP Awarded... Complete Lower Boylston Study ... Complete Upper Boylston Study ... Complete Multifamily Study ... Complete Newbury Site (should have started after fall election) ... Complete Harvard/Beacon Study ... Then Babcock ... and this Schedule Does Not Even Include A Comprehensive Plan Which Would Take An Additional Years

TIME ELAPSED, AT LEAST 8 YEARS FROM FIRST HPP, 2016 to likely 2024. We cannot wait that long to begin family affordable housing.

The 2016 HPP says that "The Town will look to encourage new housing and mixed-use development, where appropriate, on: Municipally-owned parcels, such as the municipally owned properties and that may be identified and prioritized as part of a future housing plan. Land held by large institutions, to be identified by a future Major Parcel Study – such as Pine Manor College. Single-story commercial properties located along major corridors – such as the intersection of Cypress and Washington Streets. The corridors and locations identified on Map 1-A could accommodate a housing unit yield as low as 400 units to as high as 1,000 units." The Town has not achieved these goals.

Petitioners seek using these Town-owned properties, because the high cost of land poses a significant barrier to producing affordable housing. Land acquisition accounts for 15 percent of total development

costs, with some local estimates as high as 35 percent. Housing is expensive to construct and maintain, so every dollar saved on land or other costs helps affordable developments pencil out. Leveraging public land for affordable housing also allows local jurisdictions to make a substantial contribution to more affordable housing without imposing additional taxes or fees on residents.

Contact Information for Committee Members:

Contact	Phone	Email	Status
Miriam Aschkenasy, SB Co-Chair	614-512-3826	<a href="mailto:maschkenasy@brooklinema.gov">maschkenasy@brooklinema.gov</a>	Yes
Deborah Brown, BIC Co-Chair	617-877-6101	Deborah.brown1@comcast.net	Yes
Lauren Bernard, Abutter	617-894-2827	laurensarabernard@gmail.com	Yes
Jonathan Mande, Resident	617-735-5839	Jmande26@gmail.com	Yes
Nick Elton, Architect for Affordable Housing	617-232-2873	<a href="mailto:nick@eltonhamptonarchitects.com">nick@eltonhamptonarchitects.com</a>	Yes
Sarah Kitterman, Affordable Housing Finance	617-388-5795	sbkitterman@gmail.com	Yes
Raj Dhanda, Developer, Businessman	617-232-1776	Raj9634@gmail.com	Yes
Teronda Ellis, Affordable Housing Developer, Businesswoman	617-590-1676	terondaellis@gmail.com	Yes
Gregory Zurlo, Multifamily Housing Developer	781- 738-2979	<a href="mailto:gzurlo@streetblockdev.com">gzurlo@streetblockdev.com</a>	Yes

## Online Form Submittal: Board/Commission Application Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Sun 12/26/2021 6:42 PM

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

### Board/Commission Application Form

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name	Ronald Wilkinson
Address	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
What type of experience can you offer this Board/Commission?	Served on the Police Reform Committee; Architect of the Civilian Feedback Form; Person of color Brookline resident for 30+ years; Information technology professional
What type of issue would you like to see this Board/Commission address?	Ensuring that Brookline has an effective, accountable Police Department that has the legitimate trust and respect of all those living in and visiting our community regardless of demographics like race or class.
Are you involved in any other Town activities?	The Racial Justice Action Committee of my church, First Parish in Brookline
Do you have time constraints that would limit your ability to attend one to two meetings a month?	No
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.)	Field not completed

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## Online Form Submittal: Board/Commission Application Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Sun 1/9/2022 9:48 AM

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

### Board/Commission Application Form

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name	Judith Fabricant
Address	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Application for specific Board/Commission?	Police Advisory Committee
What type of experience can you offer this Board/Commission?	Former Chief Justice, Superior Court (retired)
What type of issue would you like to see this Board/Commission address?	Overall review of police policies, police/community relations, equity in police practices
Are you involved in any other Town activities ?	Not at present
Do you have time constraints that would limit your ability to attend one to two meetings a month?	No
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.)	Field not completed

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**JUDITH FABRICANT**



**CURRENT ACTIVITIES:**

Mediator, Arbitrator, Special Master/Referee, Neutral Evaluator; JAMS/ADR, Inc.  
Volunteer Consultant, Empower Success Corps.

**PAST EMPLOYMENT:**

Chief Justice, Massachusetts Superior Court, 12/1/2014 - 7/6/2021 (Retired)

- Responsible for management of statewide trial court of general jurisdiction, with 81 associate justices, 15 elected clerks, sittings in 20 locations in 14 counties
- Member of Trial Court leadership team consisting of eight chief justices and court administrator

Associate Justice, Massachusetts Superior Court, 9/24/1996 – 12/1/2014

Assistant Attorney General, Commonwealth of Massachusetts, 1988-1996

Chief, Government Bureau, 1992-1996; Chief, Administrative Law Division, 1991-1992;  
Managing Attorney, Government Bureau, 1989-1991

Assistant District Attorney, Appeals Division, Essex County, Massachusetts, 1987-1988

Assistant District Attorney, Wake County, North Carolina, 1984-1986

Associate, Hill & Barlow, Boston, Massachusetts, 1981-1984

Law Clerk, Hon. Levin H. Campbell, United States Court of Appeals, 1st Cir., 1980-1981

Staff Assistant, Interreligious Taskforce on U.S. Food Policy, Washington, D.C., 1976-1977

Teacher of English as a Second Language, Aroonpradit School, Petchaburi, Thailand, 1974-1975

**EDUCATION:**

Yale Law School, J.D. 1980,

*Yale Moot Court of Appeals 1979: Finalist, Harlan Fiske Stone Prize Competition and Benjamin N. Cardozo Brief-Writing Competition; New Haven Legal Assistance Association, 1978-1979*

Yale College, B.A. 1976, *Summa Cum Laude, Phi Beta Kappa, Distinction in the History Major*

**AWARDS:**

Boston Bar Association Haskell Cohn Distinguished Judicial Service Award, 2020;  
 Massachusetts Judges Conference, Judicial Excellence Award, 2013; President's Award 2016  
 Trial Court Excellence Award, 2013  
 Frank J. Murray Inn of Court, Judge of the Year Award, 2007

**PROFESSIONAL ACTIVITIES AND MEMBERSHIPS:****Judicial and Bar:**

- Jury Management Advisory Committee, Chair, May 2020 – July 2021
- Trial Court Strategic Planning Process Steering Committee, 2012-2013;  
Strategy Leadership Team, 2013-2019, Moderator 2013-2016
- Trial Court working Group on Employment Discrimination Policy and Procedures, 2018-2019
- Commission on Judicial Conduct, 2010-14; Vice-Chair, 2012-14
- Supreme Judicial Court Committee on Judicial Performance Evaluation, 2015-2021
- Supreme Judicial Court Committee on Juror Voir Dire, 2014-2016
- Supreme Judicial Court Committee to Study the Massachusetts Code of Judicial Conduct, 2012-15
- Supreme Judicial Court and Massachusetts Bar Association Committee on Plain English Jury Instructions, 2007-2010
- Regional Administrative Justice for Norfolk County, January 2005-June 2007
- Business Litigation Session 2007-2011, Administrative Justice, January 2011-June 2013;  
American College of Business Court Judges, 2007-2014
- Superior Court Education Committee, 2005-2014, Chair 2009-2014
- Superior Court New Justices Training and Mentoring Committee, 2005-2014, Chair, 2007-2009
- Judicial Mentor, Trial Court J2J Program, 2011-2014
- Boston Bar Association, Administration of Justice Section, Workgroup on Cost and Time Efficiencies in Mass. Courts, 2004-2005
- Boston Inn of Court, 2002-2015, Judicial Co-President, 2004-2005, 2011-2012
- Boston Bar Journal Editorial Board, 2004-2010
- Massachusetts Law Review Editorial Board, 2000-2010
- Massachusetts Bar Foundation Fellow since 2009; Grant Review Committee 2011, 2012
- Massachusetts Judges Conference since 1996; Strategic Planning Committee, 2004;  
International Judicial Exchange Programs 2006-2010
- Boston Bar Association, Taskforce on Civil Litigation Standards, 1993-1996
- Massachusetts Board of Bar Overseers Hearing Committee Member, 1994-1996
- Trial Court Standing Committee on Alternative Dispute Resolution, Taskforce on Early Court Intervention, 1995
- Supreme Judicial Court Standing Advisory Committee on Rules of Civil Procedure, 1992-1996 (Attorney General designee)
- Boston Municipal Court Bar Advocate, 1982-1984
- Women's Bar Foundation Board of Directors, 1996-1997

## 15.A.

- Massachusetts Bar Association; Boston Bar Association; Women's Bar Association; National Association of Women Judges
- Bar Admissions: Massachusetts, 1981; North Carolina, 1984 (inactive status since 1986); United States District Court for the District of Massachusetts, 1981; United States Court of Appeals for the First Circuit, 1981; United States Supreme Court, 1990

### **Teaching:**

- Harvard Law School: Trial Advocacy Workshop, 1992-2002; Wasserstein Public Interest Fellow, 1995-1996; Clinical Instructor, Consumer Protection, 1991
- Boston University School of Law: Lecturer in Legal Writing, 1983-1984
- Frequent presenter at judicial and legal education programs

### **Publications:**

- Ralph Gants, Superior Among Supremes, MASSACHUSETTS LAW REVIEW, Vol. 102, No. 2, April 2021 (with Alex P. Philipson, Esq.)
- Reflections After (Nearly) 25 Years on the Superior Court, MASSACHUSETTS LAW REVIEW, Vol. 102, No. 3, July 2021
- Interview, BOSTON BAR JOURNAL, July 2021
- Superior Court Judge Ralph Gants, BOSTON BAR JOURNAL, December 2020
- The Superior Court Looks Ahead, BOSTON BAR JOURNAL, Spring 2015
- Just the Facts: Practical Tips on Summary Judgment, BOSTON BAR JOURNAL, Summer 2011
- Continuity and Change in the Business Litigation Session, BOSTON BAR JOURNAL, September/October 2008
- The Jury Waived Civil Trial, BOSTON BAR JOURNAL, September/October 2006
- The Superior Court is Open for (Civil) Business, MASSACHUSETTS LAWYERS WEEKLY, July 2020
- Civil Business Continues in the Superior Court, MASSACHUSETTS LAWYERS WEEKLY, April 2021 (with Hon. Mark Mason)
- Massachusetts Evidence, A Courtroom Reference, 6th Ed., 2011, 2012 Supp., 2013 Supp., 7th Ed., 2014, MASSACHUSETTS CONTINUING LEGAL EDUCATION, Judicial Commentator
- Massachusetts Discovery Practice, 2002, 2004, 2009, 2011, 2014, MASSACHUSETTS CONTINUING LEGAL EDUCATION, Judicial Commentator
- Homicide in Response to a Threat of Rape: A Theoretical Examination of the Rule of Justification, 11 GOLDEN GATE U. L. REV. 945 (1981)

DISSOLUTION & RECONSTITUTION of the Town of Brookline's  
 SELECT BOARD'S CLIMATE ACTION COMMITTEE (SBCAC)  
 into a new committee, to be called the **Zero Emissions Advisory Board (ZEAB)**  
 Revision—Jan 20, 2022

## PREFACE

Several barriers to effective climate action in our town were identified by the Collins Center for Public Management in its August 2020 Organizational Assessment of Sustainability Functions. Based in part on the recommendations in that report, it is essential to reconstitute the SBCAC as the ZEAB, a public body subject to the Open Meeting Law.

Appointees to the reconstituted ZEAB, through their expertise and commitment to climate action goals, should serve as advisers and partners to executive and elected leadership, especially the Town Administrator and Select Board, in defining and actualizing the **Town's Climate Action Plan (CAP)**, most notably the achievement of Zero Greenhouse Gas (GHG) Emissions across both municipal and community wide functions by 2040<sup>1</sup>. ZEAB should lead climate action in the Town, including proposing climate mitigation strategy, tactics, priorities, milestones, and public communication. Central to ZEAB's work shall be consideration of environmental justice, of those most vulnerable to climate effects, and of those with the least means to contribute to climate solutions. It shall also coordinate with state level climate action.

## MISSION

The ZEAB, or its designated member(s), shall:

1. Meet monthly with the Town Administrator, according to an agenda set by the Town Administrator and chair of the ZEAB, to prioritize, review, and approve policies, programs, & projects consistent with the Town's CAP.
2. Facilitate quarterly CAP conversations among the Town Administrator & Town department heads, to track progress & coordinate policies.
3. Draft the CAP, in consultation with the Town Administrator, for annual re-consideration by the Select Board.
4. Review & report on CAP progress in the Annual Town Report.

## MEMBERSHIP

The ZEAB shall consist of the five members appointed by the Select Board.

- a. Consideration should be given to candidates with critical expertise or demonstrated leadership in climate action, including engineering, environmental health, architecture, policy-making, law, building trades, and more. There shall be at least one member with an environmental justice orientation.
- b. All members shall serve three-year terms, which may be renewed. Initial appointments shall be for terms of one, two, and three years so that terms will expire at staggered intervals.
- c. The committee shall re-elect its chairperson annually at the first meeting after the annual Town Election.
- d. Membership shall be limited to residents of Brookline and shall not include Town Employees.

## REFERENCES

Commonwealth of MA Global Warming Solutions Act:

<https://www.mass.gov/service-details/gwsa-implementation-progress>

Brookline Climate Action Plan: <https://www.brooklinema.gov/702/Climate-Action-Plan>

Organizational Assessment of Sustainability Functions Town of Brookline, MA 08/2020 – University of MA Collins Center for Public Management:

<https://www.brooklinema.gov/DocumentCenter/View/22352/Brookline-Sustainability-Final-Report---August-2020>

<sup>1</sup> See [Spring 2021 Town Meeting, Article 37 \(Declaration of Climate Emergency\)](#).